

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

Amendment No. 6
to
Form S-1
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

GREEN DOT CORPORATION

(Exact name of Registrant as specified in its charter)
6199

*(Primary standard industrial
classification code number)*

95-4766827
*(I.R.S. employer
identification no.)*

Delaware
*(State or other jurisdiction of
incorporation or organization)*

605 East Huntington Drive, Suite 205
Monrovia, CA 91016
(626) 739-3942

(Address, including zip code, and telephone number, including area code, of Registrant's principal executive offices)

John C. Ricci
General Counsel
Green Dot Corporation
605 East Huntington Drive, Suite 205
Monrovia, CA 91016
(626) 739-3942

(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

Laird H. Simons III, Esq.
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New York, NY 10019
(212) 474-1000

Approximate date of commencement of proposed sale to the public: As soon as practicable after the effective date of this Registration Statement.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box.

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act of 1933, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act of 1933, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act of 1933, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

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 the definitions 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)

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment that specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the Registration Statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

Explanatory Note

This amendment is being filed solely to file exhibits to, and update Item 13 of Part II of, the Registration Statement on Form S-1 (333-165081). Otherwise, no changes have been made to Part I or II of the Registration Statement.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

ITEM 13. Other Expenses of Issuance and Distribution.

The following table sets forth the fees and expenses to be paid by the Registrant in connection with the sale of the shares of Class A common stock being registered hereby. All amounts are estimates except for the SEC registration fee and the FINRA filing fee.

SEC registration fee	\$ 11,681
FINRA filing fee	16,882
NYSE listing fee	200,000
Printing and engraving	415,000
Legal fees and expenses	2,625,000
Accounting fees and expenses	1,100,000
Road show expenses	159,000
Transfer agent and registrar fees and expenses	16,000
Miscellaneous	56,437
Total	<u>\$ 4,600,000</u>

ITEM 14. Indemnification of Directors and Officers.

Section 145 of the Delaware General Corporation Law authorizes a court to award, or a corporation's board of directors to grant, indemnity to directors and officers under certain circumstances and subject to certain limitations. The terms of Section 145 of the Delaware General Corporation Law are sufficiently broad to permit indemnification under certain circumstances for liabilities, including reimbursement of expenses incurred, arising under the Securities Act of 1933, as amended (the "Securities Act").

As permitted by the Delaware General Corporation Law, the Registrant's restated certificate of incorporation contains provisions that eliminate the personal liability of its directors for monetary damages for any breach of fiduciary duties as a director, except for liability:

- for any breach of the director's duty of loyalty to the Registrant or its stockholders;
- for acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law;
- under Section 174 of the Delaware General Corporation Law (regarding unlawful dividends and stock purchases); or
- for any transaction from which the director derived an improper personal benefit.

As permitted by the Delaware General Corporation Law, the Registrant's restated bylaws provide that:

- the Registrant is required to indemnify its directors and officers to the fullest extent permitted by the Delaware General Corporation Law, subject to very limited exceptions;
- the Registrant may indemnify its other employees and agents as set forth in the Delaware General Corporation Law;
- the Registrant is required to advance expenses, as incurred, to its directors and officers in connection with a legal proceeding to the fullest extent permitted by the Delaware General Corporation Law, subject to very limited exceptions; and
- the rights conferred in the bylaws are not exclusive.

Prior to the completion of the offering that is the subject of this Registration Statement, the Registrant intends to enter into indemnification agreements with each of its current directors and executive officers to provide these directors and executive officers additional contractual assurances regarding the scope of the indemnification set forth in the Registrant's restated certificate of incorporation and restated bylaws and to provide additional procedural protections. At present, there is no pending litigation or proceeding involving a director, executive officer or employee of the Registrant regarding which indemnification is sought. Reference is also made to Section 9 of the Underwriting Agreement, which provides for the indemnification of executive officers, directors and controlling persons of the Registrant against certain liabilities. The indemnification provisions in the Registrant's restated certificate of incorporation and restated bylaws and the indemnification agreements entered into or to be entered into between the Registrant and each of its directors and executive officers may be sufficiently broad to permit indemnification of the Registrant's directors and executive officers for liabilities arising under the Securities Act.

The Registrant has directors' and officers' liability insurance for securities matters.

In addition, Michael J. Moritz, one of our directors, is indemnified by his employer with regard to his serving on the Registrant's board of directors.

Reference is made to the following documents filed as exhibits to this Registration Statement regarding relevant indemnification provisions described above and elsewhere herein:

Exhibit Document	Number
Form of Underwriting Agreement	1.01
Form of Tenth Amended and Restated Certificate of Incorporation of the Registrant	3.02
Form of Amended and Restated Bylaws of the Registrant	3.04
Ninth Amended and Restated Registration Rights Agreement by and among the Registrant and certain investors of the Registrant	4.01
Form of Indemnity Agreement	10.01

ITEM 15. Recent Sales of Unregistered Securities.

Since January 1, 2007, the Registrant has issued and sold the following securities:

1. In February and March 2007, the Registrant issued 197,672 shares of common stock pursuant to the exercise of warrants with a per share exercise price of \$0.3014 for an aggregate purchase price of \$59,578. All sales were made in reliance on Section 4(2) of the Securities Act and/or Rule 506 promulgated under the Securities Act and were made without general solicitation or advertising.

2. In December 2008, the Registrant sold 1,181,818 shares of Series C-2 preferred stock to four entities affiliated with Sequoia Capital, a venture capital firm, for an aggregate purchase price of \$13.0 million. These shares are convertible into 1,181,818 shares of our Class B common stock. All sales were made in reliance on Section 4(2) of the Securities Act and/or Rule 506 promulgated under the Securities Act and were made without general solicitation or advertising.

3. In March 2009, the Registrant issued a warrant to purchase up to 4,283,456 shares of common stock to PayPal, Inc. in connection with a commercial transaction. This issuance was made in reliance on Section 4(2) of the Securities Act and/or Rule 506 promulgated under the Securities Act and was made without general solicitation or advertising.

4. In December 2009, the Registrant issued 257,984 shares of common stock with an aggregate grant date fair value of approximately \$5.2 million to Steven W. Streit, its Chief Executive Officer, to compensate him for past services rendered to the Registrant. This issuance

was made in reliance on Section 4(2) of the Securities Act and was made without general solicitation or advertising.

5. In May 2010, the Registrant issued 2,208,552 shares of Class A Common Stock to Wal-Mart Stores, Inc. in connection with a commercial transaction. The issuance was made in reliance on Section 4(2) of the Securities Act and/or Rule 506 promulgated under the Securities Act and was made without general solicitation or advertising. Wal-Mart Stores, Inc. has represented to the Registrant that it is a "qualified institutional buyer" as defined in Rule 144A under the Securities Act.

6. Since January 1, 2007, the Registrant has issued an aggregate of 13,941 shares of common stock under its 2001 Stock Plan to Timothy R. Greenleaf, one of its directors, to compensate him for past services rendered to the Registrant as chair of its audit committee. Such issuances had an aggregate grant date fair value of approximately \$119,991.

7. Since January 1, 2007, the Registrant has issued options to employees, consultants and directors to purchase an aggregate of 4,457,307 shares of common stock under its 2001 Stock Plan.

8. Since January 1, 2007, the Registrant has issued 2,774,482 shares of common stock to its employees, directors, consultants and other service providers upon exercise of options granted by it under its 2001 Stock Plan, with prices ranging from \$0.16 to \$10.75 per share, for an aggregate purchase price of \$2,811,133.

The recipients of the securities in each of the transactions described in paragraphs (1)-(5) above represented their intentions to acquire the securities for investment only and not with a view to or for sale in connection with any distribution thereof, and appropriate legends were placed upon the share certificates issued in these transactions. All recipients had adequate access, through their relationships with us, to information about the Registrant. The issuance of the securities described in paragraphs (6)-(8) above were deemed to be exempt from registration under the Securities Act in reliance upon Rule 701 promulgated under Section 3(b) of the Securities Act as transactions pursuant to benefit plans and contracts relating to compensation as provided under Rule 701 or Section 4(2) of the Securities Act and/or Rule 506 promulgated under the Securities Act.

ITEM 16. Exhibits and Financial Statement Schedules.

(a) Exhibits.

Exhibit Number	Exhibit Title
1.01*	Form of Underwriting Agreement.
3.01**	Ninth Amended and Restated Certificate of Incorporation of the Registrant.
3.02**	Form of Tenth Amended and Restated Certificate of Incorporation of the Registrant, to be effective upon the consummation of this offering.
3.03**	Second Amended and Restated Bylaws of the Registrant, as amended.
3.04**	Form of Amended and Restated Bylaws of the Registrant, to be effective upon the consummation of this offering.
3.05**	Certificate of First Amendment to Ninth Amended and Restated Certificate of Incorporation of Registrant.
3.06	Form of Certificate of Second Amendment to Ninth Amended and Restated Certificate of Incorporation of Registrant.
4.01**	Ninth Amended and Restated Registration Rights Agreement by and among the Registrant, certain stockholders and certain warrant holders of the Registrant.
4.02	Form of First Amendment to Ninth Amended and Restated Registration Rights Agreement by and among the Registrant, certain stockholders and certain warrant holders of the Registrant.
5.01*	Opinion of Fenwick & West LLP regarding the legality of the securities being registered.
10.01**	Form of Indemnity Agreement.

Exhibit Number	Exhibit Title
10.02**	Second Amended and Restated 2001 Stock Plan and forms of notice of stock option grant, stock option agreement and stock option exercise letter.
10.03**	2010 Equity Incentive Plan and forms of notice of stock option grant, stock option award agreement, notice of restricted stock award, restricted stock agreement, notice of stock bonus award, stock bonus award agreement, notice of stock appreciation right award, stock appreciation right award agreement, notice of restricted stock unit award, restricted stock unit award agreement, notice of performance shares award and performance shares agreement.
10.04**	Lease Agreement between Registrant and Foothill Technology Center, dated July 8, 2005, as amended on August 21, 2008 and July 30, 2009.
10.05†	Amended and Restated Prepaid Card Program Agreement, dated as of May 27, 2010, by and among the Registrant, Wal-Mart Stores, Inc., Wal-Mart Stores Texas, L.P., Wal-Mart Louisiana, LLC, Wal-Mart Stores East, Inc., Wal-Mart Stores, L.P. and GE Money Bank.
10.06†	Card Program Services Agreement, dated as of October 27, 2006, by and between the Registrant and GE Money Bank, as amended.
10.07†	Program Agreement, dated as of November 1, 2009, by and between the Registrant and Columbus Bank and Trust Company.
10.08†	Agreement for Services, dated as of September 1, 2009, by and between the Registrant and Total System Services, Inc.
10.09†	Master Services Agreement, dated as of May 28, 2009, by and between the Registrant and Genpact International, Inc.
10.10**	Sixth Amended and Restated Loan and Line of Credit Agreement between Columbus Bank and Trust Company and Registrant, dated March 24, 2010.
10.11**	Offer letter to William D. Sowell from the Registrant, dated January 28, 2009.
10.12**	Form of Executive Severance Agreement.
10.13**	FY2009 Management Cash Incentive Compensation Plan.
10.14**	Description of FY2010 Management Cash Incentive Compensation Plan.
10.15	Warrant to purchase shares of common stock of the Registrant.
10.16**	Preferred Stock Warrant to purchase shares of Series C-1 preferred stock of the Registrant.
10.17	Class A Common Stock Issuance Agreement, dated as of May 27, 2010, between the Registrant and Wal-Mart Stores, Inc.
10.18**	Voting Agreement, dated as of May 27, 2010, between the Registrant and Wal-Mart Stores, Inc.
10.19**	2010 Employee Stock Purchase Plan.
23.01*	Consent of Fenwick & West LLP (included in Exhibit 5.01).
23.02**	Consent of Ernst & Young LLP, independent registered public accounting firm.
24.01**	Power of Attorney.

* To be filed by amendment.

** Previously filed.

† Registrant has omitted portions of the referenced exhibit and filed such exhibit separately with the Securities and Exchange Commission pursuant to a request for confidential treatment under Rule 406 promulgated under the Securities Act.

(b) *Financial Statement Schedules.*

All financial statement schedules are omitted because they are not applicable or the information is included in the Registrant's consolidated financial statements or related notes.

ITEM 17. Undertakings.

The undersigned Registrant hereby undertakes to provide to the underwriters at the closing specified in the underwriting agreement certificates in such denominations and registered in such names as required by the underwriters to permit prompt delivery to each purchaser.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to provisions described in Item 14 above, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

The undersigned Registrant hereby undertakes that:

(1) for purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the Registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.

(2) for the purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

SIGNATURES

Pursuant to the requirements of the Securities Act, the Registrant has duly caused this Amendment No. 6 to Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Monrovia, State of California, on July 13, 2010.

GREEN DOT CORPORATION

By: /s/ Steven W. Streit

Steven W. Streit
President and Chief Executive Officer

Pursuant to the requirements of the Securities Act, this Amendment No. 6 to Registration Statement has been signed by the following persons in the capacities and on the dates indicated:

<u>Name</u>	<u>Title</u>	<u>Date</u>
Principal Executive Officer: <u>/s/ Steven W. Streit</u> Steven W. Streit	Chairman, President and Chief Executive Officer	July 13, 2010
Principal Financial Officer: <u>/s/ John L. Keatley</u> John L. Keatley	Chief Financial Officer	July 13, 2010
Principal Accounting Officer: <u>/s/ Simon M. Heyrick</u> Simon M. Heyrick	Chief Accounting Officer	July 13, 2010
Additional Directors: <u>*</u> Kenneth C. Aldrich	Director	July 13, 2010
<u>*</u> Timothy R. Greenleaf	Director	July 13, 2010
<u>*</u> Virginia L. Hanna	Director	July 13, 2010
<u>*</u> Michael J. Moritz	Director	July 13, 2010
<u>*</u> William H. Ott, Jr.	Director	July 13, 2010
<u>*</u> W. Thomas Smith, Jr.	Director	July 13, 2010
* By: <u>/s/ John C. Ricci</u> John C. Ricci Attorney-in-Fact		

EXHIBIT INDEX

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3.02**	Form of Tenth Amended and Restated Certificate of Incorporation of the Registrant, to be effective upon the consummation of this offering.
3.03**	Second Amended and Restated Bylaws of the Registrant, as amended.
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3.06	Form of Certificate of Second Amendment to Ninth Amended and Restated Certificate of Incorporation of Registrant.
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10.16**	Preferred Stock Warrant to purchase shares of Series C-1 preferred stock of the Registrant.
10.17	Class A Common Stock Issuance Agreement, dated as of May 27, 2010, between the Registrant and Wal-Mart Stores, Inc.
10.18**	Voting Agreement, dated as of May 27, 2010, between the Registrant and Wal-Mart Stores, Inc.
10.19**	2010 Employee Stock Purchase Plan.

<u>Exhibit Number</u>	<u>Exhibit Title</u>
23.01*	Consent of Fenwick & West LLP (included in Exhibit 5.01).
23.02**	Consent of Ernst & Young LLP, independent registered public accounting firm.
24.01**	Power of Attorney.

* To be filed by amendment.

** Previously filed.

† Registrant has omitted portions of the referenced exhibit and filed such exhibit separately with the Securities and Exchange Commission pursuant to a request for confidential treatment under Rule 406 promulgated under the Securities Act.

CERTIFICATE OF AMENDMENT
TO
NINTH AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF
GREEN DOT CORPORATION

Green Dot Corporation, a corporation organized existing under the General Corporation Law of the State of Delaware (the "General Corporation Law"), hereby certifies that the following amendment to the corporation's Restated Certificate of Incorporation has been duly adopted in accordance with the provisions of Section 242 of the Delaware General Corporation Law, with the approval of such amendment by the corporation's stockholders having been given by written consent without a meeting in accordance with Sections 228(d) and 242 of the General Corporation Law:

Section 3(b) of Article FOUR of the Ninth Amended and Restated Certificate of Incorporation of the Corporation is amended in its entirety to read as follows:

Automatic Conversion. Each share of Preferred Stock shall automatically be converted into shares of Class B Common Stock at the then effective applicable Conversion Price (i) upon the earliest to occur of (A) the closing of a firm commitment underwritten public offering underwritten by a nationally recognized investment bank approved by the Corporation and the holders of a majority of the then outstanding Preferred Stock pursuant to an effective registration statement under the Securities Act of 1933, as amended (the "**Securities Act**"), covering the offer and sale of Class A Common Stock and/or Class B Common Stock to the public involving gross proceeds to the Corporation of at least \$25,000,000 at a per share offering price of at least \$2.48 (as adjusted for recapitalizations, stock combinations, stock dividends, stock splits and the like) and (B) the closing of the firm commitment underwritten public offering contemplated by and pursuant to that certain registration statement (Reg. No. 333-165081) under the Securities Act initially filed on February 26, 2010, covering the offer and sale of Class A Common Stock by the stockholders specified therein (the earliest to occur of clauses (A) and (B)), a "**Qualified Initial Public Offering**") or (ii) in the event the holders of a majority of the then-outstanding Shares of Preferred Stock on an as-converted to Class B Common Stock basis consent to such conversion; provided, however, that no shares of Series C Preferred Stock, Series C-1 Preferred Stock or Series C-2 Preferred Stock shall automatically be converted pursuant to such consent under clause (ii) hereof unless a majority of the then-outstanding shares of Series C Preferred Stock, Series C-1 Preferred Stock and Series C-2 Preferred Stock, voting together as a separate class, also consent to such conversion.

The first sentence of Section 4(a) of Article FOUR of the Ninth Amended and Restated Certificate of Incorporation of the Corporation is amended in its entirety to read as follows:

Upon and following, but in no event prior to, a Qualified Initial Public Offering, each share of Class B Common Stock shall be convertible into one (1) fully paid and nonassessable share of Class A Common Stock at the option of the registered owner thereof at any time upon written notice to the Corporation. Before any registered owner of Class B Common Stock shall be entitled to convert any shares of such Class B Common Stock, such registered owner shall deliver an instruction, duly signed and authenticated as provided for in the bylaws of the Corporation, at the principal corporate office of the Corporation or of any transfer agent for the Class B Common Stock, and shall give written notice to the Corporation at its principal corporate office, of the election to convert the same and shall state therein the name or names in which the shares of Class A Common Stock issuable on conversion thereof are to be registered on the books of the Corporation.

IN WITNESS WHEREOF, said corporation has caused this Certificate of Amendment to be signed by its duly authorized officer
this ___ day of July 2010 and the foregoing facts stated herein are true and correct.

GREEN DOT CORPORATION

By: _____
Steven W. Streit,
President and Chief Executive Officer

FIRST AMENDMENT TO NINTH AMENDED AND RESTATED REGISTRATION RIGHTS AGREEMENT

This First Amendment to Ninth Amended and Restated Registration Rights Agreement (the "**Amendment**") is entered into, as of July ____, 2010 by and among Green Dot Corporation, a Delaware corporation (the "**Company**"), and the stockholders of the Company who are a party hereto. Unless otherwise specifically defined herein, all capitalized terms used in this Amendment shall have the meaning ascribed thereto in the Registration Rights Agreement (as defined below).

A. The Company and the Holders have previously entered into that certain Ninth Amended and Restated Registration Rights Agreement dated as of May 27, 2010 (the "**Registration Rights Agreement**").

B. The Company is planning a firm commitment underwritten public offering pursuant to that certain registration statement (Reg. No. 333-165081) under the Securities Act initially filed on February 26, 2010, covering the offer and sale of Class A Common Stock by the stockholders specified therein;

C. In connection with the Offering, the undersigned parties to the Registration Rights Agreement desire to amend the Registration Rights Agreement to amend and restate Section 1.10 thereof; and

D. Section 5 of the Registration Rights Agreement provides that the Registration Rights Agreement may be amended as contemplated hereby with the written consent of (i) the Company and (ii) the holders of not less than 67% of the Registrable Shares outstanding. Accordingly, this Amendment amends the Registration Rights Agreement, and is binding upon the Company and each Holder, notwithstanding the failure of any Holder to execute this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Amendment.** Section 1.10 of the Registration Rights Agreement is hereby amended and restated as follows:

1.10 The term "**Qualified Initial Public Offering**" means the earliest to occur of (A) the consummation of a firm commitment underwritten public offering pursuant to that certain registration statement (Reg. No. 333-165081) under the Securities Act initially filed on February 26, 2010, covering the offer and sale of Class A Common Stock by the stockholders specified therein and (B) the consummation of a firm commitment underwritten public offering underwritten by a nationally recognized investment bank approved by the Company and the holders of a majority of the then outstanding Preferred Stock pursuant to an effective registration statement under the Securities Act covering the offer and sale of Class A Common Stock to the public involving gross proceeds to the Company of at least \$25,000,000 (before deductions of underwriters commissions and expenses) at a per share offering price of at least \$2.48 (as adjusted for recapitalizations, stock combinations, stock dividends, stock splits and the like).

2. **Effective Date.** This Amendment shall become effective without any further action on the date on which the Company shall have received counterparts hereof duly executed by necessary parties as required under Section 5 of the Registration Rights Agreement.
3. **Full Force and Effect.** The parties agree that all terms of the Registration Rights Agreement not otherwise amended hereunder shall remain in full force and effect.
4. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.
5. **Law.** This Amendment shall be governed by and construed in accordance with the laws of the State of California; provided, however, that if any California law or laws require or permit the application of the laws of any other jurisdiction to this Amendment, such California law or laws shall be disregarded with the effect that the remaining laws of the State of California shall nonetheless apply.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Ninth Amended and Restated Registration Rights Agreement as of the date first above written.

THE COMPANY

GREEN DOT CORPORATION

By: _____
Steve Streit, President

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Ninth Amended and Restated Registration Rights Agreement as of the date first above written.

HOLDER

By: _____
Name:
Title: Authorized Signatory

* Confidential Treatment has been requested for the marked portions of this exhibit pursuant to Rule 406 of the Securities Act of 1933, as amended.

**WALMART MONEYCARD
PROGRAM AGREEMENT
(AMENDING AND RESTATING
PREPAID CARD PROGRAM AGREEMENT)**

by and among

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.,

and

GE MONEY BANK

and

GREEN DOT CORPORATION

DATED AS OF May 27, 2010

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APPENDIX

<u>Appendix</u>	<u>Description</u>
I	Definitions

* **Confidential Treatment Requested.**

This Walmart MoneyCard Program Agreement, dated as of May 27, 2010, by and among Wal-Mart Stores, Inc., a Delaware corporation, with its principal place of business at 702 S.W. Eighth Street, Bentonville, Arkansas 72716, Wal-Mart Stores Texas L.P., a Texas limited partnership, Wal-Mart Louisiana, LLC, a Delaware limited liability company, Wal-Mart Stores Arkansas, LLC, a limited liability company formed under the laws of Arkansas, and Wal-Mart Stores East, L.P., a limited partnership formed under the laws of Delaware, each of which have its principal place of business at 702 S.W. Eighth Street, Bentonville, Arkansas 72716 (each of the foregoing, individually and collectively, "Retailer"), GE Money Bank, a federal savings bank with its principal place of business at 170 West Election Road, Draper, UT 84020 ("Bank"), and Green Dot Corporation, a Delaware corporation, with its principal place of business at 605 East Huntington Drive, Suite 205, Monrovia, California 91016 ("Green Dot"), amends and restates in its entirety, as of the Effective Date, that certain Prepaid Card Program Agreement dated as of October 20, 2006 among Retailer, Bank and Green Dot, as amended by that certain Amendment to Prepaid Card Program Agreement dated as of October 20, 2008 among Retailer, Bank and Green Dot, as further amended by that certain Second Amendment to Prepaid Card Program Agreement dated as of October 20, 2006 among Retailer, Bank and Green Dot, as further amended by that certain letter amendment dated as of January 15, 2009 among Retailer, Bank and Green Dot, as further amended by that certain Third Amendment to Prepaid Card Program Agreement dated as of March 10, 2009 among Retailer, Bank and Green Dot and as further amended by the Fourth Amendment to Prepaid Card Program Agreement dated as of October 30, 2009 among Retailer, Bank and Green Dot. Each of the foregoing parties is sometimes referred to herein as a "Party," and collectively they are referred to as the "Parties." Unless otherwise defined, capitalized terms used in this Agreement shall have the meanings ascribed to them in Appendix I.

RECITALS

WHEREAS, Retailer wishes to offer a reloadable prepaid card product in its Participating Stores;

WHEREAS, Bank is in the business of providing financial products and services, including debit cards, prepaid cards and payroll cards, to individuals for personal, family or household purposes throughout the United States;

WHEREAS, Bank desires to provide instant issue, non-personalized, prepaid cards to Retailer's customers, which cards are intended to be replaced by personalized, reloadable, prepaid cards issued by Bank;

WHEREAS, Green Dot is a licensed money transmitter and operates the GD Network in which consumers can make loads to prepaid cards and other transfers to payees that participate in the GD Network;

WHEREAS, Bank participates in the GD Network as an issuer of prepaid cards that can be loaded through POS Loads and Reload Pack Sales in the GD Network;

WHEREAS, Retailer desires to participate in the GD Network by accepting funds in POS Loads and selling Reload Packs in transactions involving Cardholders as well as other Persons making fund transfers in the GD Network;

WHEREAS, Bank and Retailer desire to set forth the terms on which Bank will issue, service and accept loads on prepaid cards offered at Retailer's Participating Stores, as set forth herein; and

WHEREAS, Green Dot and Retailer desire to set forth the terms on which Retailer will participate in the GD Network in transactions involving Cardholders and other Persons making fund transfers in the GD Network, 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 is hereby acknowledged, the Parties hereby agree as follows:

**ARTICLE I
GENERAL DESCRIPTION OF THE CARD PROGRAM**

1.1 Description of the Walmart MoneyCards.

In accordance with the terms of this Agreement, Bank will issue prepaid cards which bear the "Walmart" name and/or Retailer Marks and certain trademark(s) of the Network Provider(s) to individuals residing in the Program Territory for personal, family or household purposes (the "Walmart MoneyCards"). Bank has issued all outstanding Walmart MoneyCards, and on and after the Effective Date, Bank shall issue all Walmart MoneyCards under a series of BINs solely dedicated to the Card Program (each such BIN, a "Retailer BIN"). Bank shall not use such Retailer BINs (or applicable equivalent) for non-Card Program purposes. The Walmart MoneyCards also will contain the GD Marks, as mutually agreed upon by the Parties, to indicate that the Walmart MoneyCards may be loaded in the GD Network. Bank may modify the features and capabilities of the Walmart MoneyCards from time to time with the prior written approval of Retailer, which approval shall not be unreasonably withheld or delayed.

1.2 Temporary and Permanent Walmart MoneyCards.

Subject to the terms of this Agreement, Retailer will distribute Walmart MoneyCards at its Participating Stores. Such Walmart MoneyCards: (i) will not bear the name of a Cardholder; (ii) may be loaded at Retailer's POS Locations for the amount(s) agreed upon from time to time by the Parties; and (iii) in accordance with an implementation schedule agreed upon by the Parties, may be reloaded in the GD Network upon satisfaction of the Activation Criteria (the "Temporary Walmart MoneyCards"). Temporary Walmart MoneyCards may possess such features and capabilities as Bank may determine from time to time in writing, subject to Retailer's prior written approval. Individuals who purchase Temporary Walmart MoneyCards will be instructed by the applicable packaging to provide Bank with information necessary to satisfy the Activation Criteria needed to activate the Temporary Walmart MoneyCards and to obtain reloadable Walmart MoneyCards that replace the Temporary Walmart MoneyCards and that are embossed with the Cardholders' names ("Permanent Walmart").

MoneyCards”). Cardholders with Permanent Walmart MoneyCards may reload funds to such Walmart MoneyCards as set forth in this Agreement.

1.3 Retailer Customer Identification Function.

Bank, as agent for Retailer, will assign a Retailer Customer Number to each Walmart MoneyCard holder and will print this number on the reverse side of the Permanent Walmart MoneyCard. Subject to Applicable Law and Network Operating Regulations, Bank, as agent for Retailer in connection with the Retailer Customer Number, shall collect and transmit (not less than once each month) to Retailer each Retailer Customer Number (or another unique identifying number) assigned hereunder, together with the associated Walmart MoneyCard holder’s name, address, telephone number and, if available, e-mail address (the Retailer Customer Number together with the Cardholder’s name, address, telephone number and e-mail address, the “Retailer Customer Information”). Retailer and Bank shall use reasonable efforts to adopt a process by which a Retailer Customer may authorize the collection and transmittal of Retailer Customer Information contemplated by this Section 1.3. Retailer understands that the Retailer Customer Number assigned by Bank will be associated with a given Permanent Walmart MoneyCard and may not be the same Retailer Customer Number the Cardholder would be assigned in conjunction with any other relationship the Cardholder may have with either Retailer or Bank. Bank will work with Retailer in good faith to assist Retailer in integrating Retailer’s envisioned customer registration program into the materials for the Program. Bank shall not issue the same Retailer Customer Number more than once.

1.4 The Road to Credit.

(a) Bank and Retailer acknowledge that one of the goals of the Program is to educate Retailer Customers and other individuals regarding management of personal finances, and to [*] and other [*] not have [*] to [*].

(b) To the extent information on purchase patterns, bill payments and paycheck data is available under the Program, Bank agrees to work in good faith with Retailer to analyze such information with respect to individual Walmart MoneyCard performance in order to establish, to the extent practicable, a “[*]” by which a Cardholder may qualify for the Consumer Credit Card Program.

(c) In the event that Bank and Retailer mutually agree on a [*] from a [*], Bank and Retailer will mutually determine a “[*],” that will [*] in [*] and at [*], for each [*] who [*] any [*].

1.5 Card Program Administration.

(a) Program Materials. Bank, at its expense, shall be responsible for providing all Walmart MoneyCard Documentation necessary for the issuance, loading in connection with Direct Deposit Loads and online bill payment services through the Walmart MoneyCard Website as Bank and Retailer may agree upon from time to time in writing (“Online Bill Payment Services”) and servicing of the Walmart MoneyCards, as applicable. The initial design of the Temporary Walmart MoneyCard and the Permanent Walmart MoneyCard, and any modifications thereto, shall be subject to the prior written approval of Retailer, which approval

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shall not be unreasonably withheld or delayed. As between the Parties, Retailer shall own all proprietary rights, including copyrights and trademarks relating to: (i) Retailer provided artwork or designs for the Walmart MoneyCard or related packaging; (ii) the “stars” design as it appears on the Walmart MoneyCard or related packaging; (iii) the terms “Value Plan” and “Preferred Plan” as used in connection with a Card Product; and (iv) the marketing copy on the packaging for the Walmart MoneyCard taken as a whole; provided, however, that (A) Retailer’s right to such marketing copy is limited to use of such marketing copy in substantially the same design as appears on the marketing copy for the Walmart MoneyCard, and (B) Retailer shall not have any rights to trademarks or tradenames of Bank or Green Dot. Bank shall forward all orders for additional Walmart MoneyCard inventory and/or packaging to Retailer for Retailer’s review and approval, which approval shall not be unreasonably withheld or delayed.

(b) Other General Responsibilities of Bank. Bank, at its expense, will issue Walmart MoneyCards to individuals, accept loads to Walmart MoneyCards as provided in this Agreement and the Walmart MoneyCard Terms, and allow Cardholders to use Walmart MoneyCards for purchase and cash withdrawal transactions in the systems of the Network Providers. Bank will make available good funds to the Cardholder or Cardholder’s payees as and when Cardholders may unload such funds in accordance with the Walmart MoneyCard Terms and the Network Operating Regulations. Bank will establish the criteria, in its sole discretion after providing notice to Retailer, for activating Temporary Walmart MoneyCards and for approving and activating Permanent Walmart MoneyCards (the “Activation Criteria”). Unless otherwise expressly agreed by the Parties in writing, Bank shall be responsible for: (i) providing all services in connection with the Card Program, including, without limitation, authorization services for Walmart MoneyCard Transactions, but excluding services that Retailer or Green Dot expressly agree in this Agreement to perform in connection with the Program (e.g., in connection with the initial issuance of Temporary Walmart MoneyCards or loading Walmart MoneyCards in the Load Program) (“Card Services”); and (ii) all fraud loss, and settlement of funds, associated with use of a Walmart MoneyCard (provided that the foregoing shall not relieve Retailer of any obligations that it has under the Acquirer Agreement pursuant to which it accepts Walmart MoneyCards issued by Bank or that it has under Article III hereof). Retailer agrees that Bank may provide some or all of the Card Services through a third party servicer or a Bank Affiliate; provided, however, that (x) Bank shall obtain Retailer’s prior written consent to any such third party servicer or Bank Affiliate, which consent shall not be unreasonably withheld or delayed, and (y) notwithstanding such consent, Bank will remain fully responsible for all of its obligations under this Agreement, and will be responsible for any breach by any Bank Affiliate or third party servicer of Bank’s obligation to provide Card Services. Retailer hereby consents to Green Dot performing Card Services on behalf of Bank. Bank shall obtain Retailer’s prior written consent to any material change in the scope of Card Services provided by Green Dot.

(c) Operating Procedures for Card Program.

(i) Retailer and Bank shall follow all Operating Procedures for the Card Program, including procedures for initial issuance of Walmart MoneyCards. The current Operating Procedures for the Card Program are attached hereto as Schedule 1.5(c). The Parties may amend the Operating Procedures for the Card Program in a mutually acceptable manner, including mutually agreeable controls, to enable Retailer to distribute multiple Walmart MoneyCards to a single purchaser.

(ii) Bank shall have the right to amend or modify the Operating Procedures for the Card Program from time to time, [*]. Notwithstanding the foregoing, Bank shall be entitled to amend or modify such Operating Procedures [*] (which [*] may be [*] of the amendment or modification) [*], and without the consent of Retailer, to the extent Bank, in its reasonable business judgment, deems necessary to comply with Applicable Law, Network Operating Regulations or the direction of a Governmental Authority, or for purposes of risk management or safe and sound bank operation; provided, however, that if Retailer, [*], believes that such amendment or modification to such Operating Procedures will have a material adverse effect on Retailer's operations, its interest in the Program or its interactions with Retailer Customers, Retailer shall have the right to terminate this Agreement pursuant to Section 15.3(a) if Bank does not revise the proposed amendment or modification to address Retailer's concerns within the applicable notice period set forth in Section 15.3(a).

(iii) In the event of a conflict between the provisions of this Agreement and the provisions of the Operating Procedures for the Card Program, the provisions of this Agreement shall prevail.

(d) Competitiveness.

(i) (A) The Parties acknowledge that [*] to offer [*] current Competitive Card Products offered as a [*] product to consumers and available to the general public (including [*] in which a Competitive Card Product may [*]); provided, however, that (i) in no event shall a Card Product that is offered in conjunction with a service or product that is the [*] be considered a Competitive Card Product for purposes of this Section 1.5(d)(i)(A), and (ii) for purposes of [*], the Walmart MoneyCard shall be compared to those Competing Card Products that are offered [*] the Walmart MoneyCard is offered. Accordingly, in connection with and subject to the terms of this Agreement, Retailer shall be solely responsible for determining the financial products and services that Retailer makes available to its customers in Stores. Notwithstanding anything in this Agreement to the contrary, Retailer at any time may request, by written notice to the other Parties, that Bank and/or Green Dot, as applicable, [*] any [*]. If, within [*] ([*]) [*] after such a request, Bank and/or Green Dot, as applicable, have not agreed to each of Retailer's requested change(s), then Bank and/or Green Dot, as applicable, shall provide a written explanation to Retailer with respect to the reason for which such Party is rejecting Retailer's requested [*]. After receipt of such written explanation, Retailer may terminate this Agreement upon [*] ([*]) [*] written notice to the other Parties pursuant to Section 15.3(a). For the avoidance of doubt, Retailer shall not request [*] primarily for the purpose of [*].

(B) If each of the Parties agrees to implement the changes to the Walmart MoneyCard Fees in accordance with this Section 1.5(d)(i), such changes shall be implemented according to a Participating Store roll-out schedule reasonably established by Retailer in consultation with the other Parties, which schedule shall take into account the operational requirements of such other Parties with respect to any changes to Walmart MoneyCard Fees other than the fee assessed upon issuance of a

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Temporary Walmart MoneyCard or the fee for a POS Load to a Permanent Walmart MoneyCard at Participating Stores.

(C) If, as a result of Retailer's request which is accepted and implemented by Bank and/or Green Dot (as applicable), the [*] or [*] are [*], the Parties shall [*] as a result of the [*] in [*] or [*] (such [*] to be determined in accordance with the methodology and calculation period set forth in Schedule 5.2); provided, that such [*] in [*] or [*] shall be reflected in an adjustment to the [*] Commission [*] and the new [*] Commission [*] shall be calculated in accordance with the methodology set forth in Schedule 5.2. Notwithstanding the foregoing, the Parties agree that [*] shall not affect Retailer's [*] Commission [*].

(D) If, as a result of Retailer's request which is accepted and implemented by Bank and/or Green Dot (as applicable), the change(s) result in an increase in costs to Bank or Green Dot (as applicable) that is incremental to customary day-to-day business operating costs because of changes to marketing materials, customer messaging, card mailers, replacement or discarding of Walmart MoneyCard packaging and/or inventory or Walmart MoneyCard Terms or because a change in Walmart MoneyCard Terms notice mailing is required (such changes, the "Marketing Changes"), then Retailer shall bear [*] (1% of such mutually agreed upon costs; provided, however, that Retailer shall not be responsible for any [*] related to Walmart MoneyCard [*] to the extent that Bank failed to obtain Retailer's approval for such [*] under Section 1.5(a) and that such [*] could have been reasonably avoided had Bank obtained Retailer's approval. Prior to the Parties implementing any such [*], the Parties shall discuss in good faith with the objective of reaching mutual agreement on the [*] that the Parties [*] for purposes of this Section, and shall work in good faith to [*]. For the avoidance of doubt, such [*] shall include [*] by any Party in connection with any [*] made as a result of any request by Retailer pursuant to Section 1.5(d)(i)(A).

(ii) The Walmart MoneyCard Terms, including the fees and charges imposed on Cardholders by Bank for each type of Walmart MoneyCard ("Walmart MoneyCard Fees"), are determined by Bank and agreed to by Retailer as set forth from time to time in Schedule 1.5(d)(iv). Bank may modify, amend or supplement any or all of the Walmart MoneyCard Terms upon thirty (30) days' prior notice to Retailer; provided, however, that in the event Retailer notifies Bank within such thirty (30) day period that the proposed change, [*], will affect Retailer's operations, its interest in the Program, or its interactions with Retailer Customers, then such change shall be made with [*]. Bank [*] any fees imposed on Bank by a Network Provider for [*]; provided that Bank will eliminate any such [*] if the Network Provider ceases imposing [*].

(iii) Nothing contained in this Agreement shall limit or restrict Bank's ability to modify and/or supplement the Walmart MoneyCard Terms to the extent Bank [*] deems [*] in order to comply with the requirements of Applicable Law, Network Operating Regulations or the direction of a Governmental Authority, and Bank may proceed with the modification, amendment or supplement without the consent of Retailer; provided, however, that if Retailer, exercising [*], believes that such amendment, modification or supplement to the Walmart MoneyCard Terms will have [*] on Retailer's operations, its interest in the Program, or its interactions with Retailer Customers, Retailer shall have the right to terminate this Agreement pursuant to Section 15.3(a).

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(iv) In addition to the Walmart MoneyCard Terms listed in Schedule 1.5(d)(iv), Bank reserves the right to assess additional Walmart MoneyCard Fees, with the prior written consent of Retailer (such consent not to be unreasonably withheld or delayed) for additional Walmart MoneyCard services provided by Bank and approved by Retailer after the date hereof (e.g., picture identification services). Bank also reserves the right to restrict use of the Walmart MoneyCards at certain merchant classification categories that Bank reasonably determines are not consistent with the Program, such as Internet gambling web-sites.

(v) During the Term and as a normal course of business, the Parties agree to [*] in the marketplace and shall use [*] to continue to innovate, develop and implement new [*] periodically over the Term, and [*] in the marketplace shall be discussed and reviewed at each of the Program Management Committee meetings. In addition to the foregoing, the Parties recognize that (x) Bank currently offers the Preferred Plan for Cardholders who frequently use their Walmart MoneyCards and (y) the Parties shall in good faith work to develop [*] within [*] of the Effective Date; provided, however, that each such [*] shall [*] be [*] than the [*], as set forth in Schedule 1.5(d)(v), that is derived from the [*] over the [*] related to such [*] for the average Cardholder who reloads his or her Walmart MoneyCard at least once in the [*] after the activation of such Walmart MoneyCard. The Parties agree that the Relevant Behavioral Curves used to determine any [*] shall be updated and recalculated by Bank no less than annually; provided, however, that Retailer may reasonably request more frequent updates. Notwithstanding the foregoing, the Parties may mutually agree to [*] for [*] pursuant to an [*] whereby the [*] Commission [*] shall not be affected. During the Term, the Parties shall use commercially reasonable efforts to implement such [*] upon Retailer's request and Bank's agreement thereto and if the [*] results in an increase in costs to Bank that is [*] because of [*], then such costs shall be allocated among the Parties as set forth in Section 1.5(d)(i)(D). Upon Bank's agreement to such request, Bank shall provide a commercially reasonable time frame in which such [*] shall be implemented. If Bank does not agree to Retailer's request for a [*] within thirty (30) days of Retailer's request, then Retailer may terminate this Agreement pursuant to Section 15.3(a) upon not less than sixty (60) days' prior written notice.

(vi) If Green Dot refuses to implement a change to the price of Reload Packs suggested by Retailer because such price change would have an adverse economic impact on Green Dot, Green Dot may cease selling Reload Packs through Retailer upon [*] prior written notice to Retailer. At the end of such [*], at Green Dot's option, either Green Dot shall implement [*] as [*], or Retailer's obligations under Section 12.7(d) shall terminate with respect to loads to Walmart MoneyCards other than POS Loads; provided, however, that if Retailer implements the alternative [*], the fee for such device shall be [*] for a POS Load.

(vii) If the Effective Interchange Yield received by Bank from a Network with respect to Walmart MoneyCards over any consecutive [*] period beginning after the Effective Date is at least [*] less than the Effective Interchange Yield for the [*] day period immediately preceding the Effective Date ("Baseline Interchange Yield"), Bank and Retailer shall work together [*] to implement changes to the Card Program [*] that Bank and Retailer reasonably believe will offset for Bank the projected future [*];

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provided, however, if Bank and Retailer are unable to agree on such changes to the Card Program [*], Bank shall have the right to terminate this Agreement upon not less than [*] prior written notice to Retailer. If the Card Program economics are adjusted pursuant to this Section 1.5(d)(vii), and the Effective Interchange Yield for [*] during the Term subsequently exceeds the Baseline Interchange Yield, Retailer and Bank shall work together [*] to reverse or otherwise adjust the Card Program [*] to the extent they are no longer needed to mitigate the previous reduction in Effective Interchange Yield.

(viii) If a change in Federal law or regulation or an amendment to existing Federal law or regulation restricting interchange on debit cards is enacted after the Effective Date (“Debit Interchange Law Change”), then:

(a) The Parties shall meet to attempt to restructure the Walmart MoneyCard Program to recapture the projected shortfall in Program Revenue. If the Parties cannot agree to such restructuring within [*], then the Parties shall work in good faith to develop a transition plan (the “Transition Plan”) to facilitate the efficient and orderly transfer of the Walmart MoneyCard Program to a Replacement Bank designated by Retailer and Green Dot that will not experience a material reduction in its interchange revenue as a result of the Debit Interchange Law Change and, together with its affiliates, has [*] than \$[*] in [*] on the terms set forth below (the “Program Conversion”); and

(b) If final rules and/or regulations are promulgated pursuant to such Debit Interchange Law Change (the “Final Rules”) and, as a result, the Effective Interchange Yield received by Bank with respect to Walmart MoneyCards will be at least [*] ([*]%) [*] than the Effective Interchange Yield received by Bank with respect to Walmart MoneyCards for the [*] period immediately preceding the Effective Date (the “Original Interchange Rate”) and Bank, on its own, is unable to implement a restructuring plan to recapture the lost Effective Interchange Yield, and:

(i) If the Replacement Bank is able under the Final Rules and the Network Operating Regulations to receive an interchange rate that is (x) at least [*] and (y) at least [*] higher than the interchange rate that Bank may receive under the Final Rules and the Network Operating Regulations, each Party shall each use its best efforts to implement the Transition Plan and complete the Program Conversion no later than [*] prior to the required implementation date of the Final Rules; provided, however, that (A) Green Dot shall pay Bank’s reasonable out-of-pocket expenses related to such assignment (including reasonable outside counsel fees), (B) Retailer shall exercise its right under Section 15.4 to cause the Replacement Bank to purchase the portfolio and such purchase takes place concurrently with the date this Agreement is assigned to the Replacement Bank (the “Assignment Date”), (C) neither Green Dot nor Retailer shall have any liability to Bank, and Bank shall have no liability to either Green Dot or Retailer with respect to this Agreement after such assignment; provided, however, that each Party shall continue to have liability under this Agreement to any other Party for any liabilities that were accrued

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prior to the Assignment Date; and further, provided, that the Parties shall continue to have obligations to one another with respect to the provision of Intermediary Services for so long as such services are being rendered; and (D) Green Dot shall pay Bank a buy out amount as agreed to between Green Dot and Bank on the Assignment Date.

- (ii) Retailer and Bank shall work in good faith to transfer the existing data transmission connectivity described in Section 4.10(a) to Green Dot; provided, however, that Bank, at Green Dot's request, shall continue to provide Intermediary Services to Green Dot until such transfer has been completed for up to six (6) months after the Assignment Date; provided, however, that Bank shall not be required to settle any funds as part of the Intermediary Services.

Notwithstanding the foregoing, if at any time within [*] after the Assignment Date, (A) the Replacement Bank charges interchange on Walmart MoneyCards that is equal to or less than the interchange Bank can charge on similar debit cards at that time; or (B) the Final Rules are repealed or modified such that the Effective Interchange Yield returns to the Original Interchange Rate, then, at Bank's option, Green Dot and Retailer shall cause Replacement Bank to assign this Agreement, and sell the portfolio, to Bank; provided, however, that Bank shall pay Green Dot's reasonable out-of-pocket expenses (including reasonable outside counsel fees) related to such assignment, and further, provided, that upon such assignment Bank shall pay Green Dot a prorated buy out amount as mutually agreed to by Bank and Green Dot on the date of such assignment.

(e) Offshore Servicing.

(i) Except as described in Section 1.5(e)(ii), Bank shall not outsource any Card Services that involve direct customer contact to an entity that is located, or that performs such services at a facility located, outside of the United States, without the prior written approval of Retailer. For avoidance of doubt, any breach by an outsource vendor of the provisions of this Agreement shall constitute a breach by Bank as if Bank performed the outsourced services itself, and be subject to all provisions of this Agreement applicable to such breach, including the notice and cure provisions set forth in Section 15.2 (Termination).

(ii) Notwithstanding anything to the contrary in this Section 1.5(e), Retailer acknowledges and approves the use by Bank and its outsource vendors of facilities in [*] and in [*] for providing Card Services involving direct customer contact; provided, that: (A) neither Bank nor its outsource vendors shall store any personally identifiable information collected in connection with the Program outside of the United States without Retailer's prior written consent, which consent shall not be unreasonably withheld or delayed; and (B) all Nonpublic Personal Information which is transmitted outside of the United States pursuant to this Section 1.5(e) shall be subject to the same data protection and security standards that Bank imposes on third parties in the United States with respect to Bank's customer information.

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(iii) Retailer reserves the right to revoke its consent to outsourcing Card Services to a location outside of the United States if the outsource vendor violates Applicable Law, Network Operating Regulations or Sections 1.5(d)(e)(ii)(A) and (B). Bank shall have not less than [*] notice to replace an outsource vendor if Retailer revokes its consent pursuant to this Section 1.5(e)(iii).

(f) **Program P&L Statement.**

(i) Bank shall develop the Profit and Loss Statement for the Card Program (“**Program P&L Statement**”) in substantially the form set forth on Schedule 1.5(f)(i). The Program P&L Statement shall be developed in accordance with GAAP in a manner that is reconcilable with the books and records of Bank or Bank’s service provider, as applicable, and shall itemize all expenses and revenue of the Card Program beginning on the Effective Date in accordance with the categories on the Program P&L Statement. Bank shall deliver to Retailer within [*] after the execution of this Agreement a pro forma Program P&L Statement for the first Program Year. [*] prior to the second Program Year and each subsequent Program Year, Bank shall deliver to Retailer a pro forma Program P&L Statement for the following Program Year.

(ii) After the end of each Program Year quarter, Bank shall prepare and provide to Retailer a Program P&L Statement for the prior quarter, which shall include (A) monthly performance detail, and (B) supporting documentation as may be mutually agreed by Retailer and Bank.

(iii) Each Program P&L Statement delivered by Bank to Retailer under this Section 1.5(f) shall be subject to Retailer’s audit rights as set forth in Section 12.6(c).

(iv) For the avoidance of doubt, based on the [*], a copy of which shall be delivered to Retailer, Bank shall not be required to provide information in the Program P&L Statement that is restricted by any Applicable Law or that may trigger additional reporting requirements or disclosure under Applicable Law, but shall redact any such information as necessary in order to comply with Applicable Law.

1.6 Ownership of Walmart MoneyCards and Walmart MoneyCard Documentation.

Subject to Section 15.4 (Retailer’s Purchase Option), Bank shall be the sole and exclusive owner of all Walmart MoneyCards (and funds loaded thereto) and Walmart MoneyCard Documentation, except for Retailer Customer Information and Retailer Transaction Information which shall be subject to the provisions of Section 8.2. If a Cardholder uses a Walmart MoneyCard to purchase goods or services or obtain cash and there are not sufficient funds on the Walmart MoneyCard to pay for the transaction, Bank shall be entitled to receive all payments by the Cardholder for such transaction.

1.7 Ownership of Sales Documentation.

Retailer shall be the sole and exclusive owner of all sales receipts, register receipt tapes, and other invoices or documentation evidencing a Cardholder debit transaction, and any

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adjustments thereto, at any Store, to the extent originated by Retailer in the ordinary course of its business.

1.8 Operation of Terminals.

Retailer shall maintain and operate the Terminals according to the same standards with which they are operated on the Effective Date; provided, however, that nothing herein shall be deemed to require Retailer to replace or modify any Terminals outside of Retailer's ordinary course of business.

1.9 Promotional Materials.

Each Party shall submit to the other Parties for review and approval any and all advertising, collateral, promotions and marketing programs, documents or materials with respect to the Program, including, without limitation, materials sent to Cardholders in relation to the Load Program (collectively, "Promotional Materials") at least five (5) Business Days in advance of public dissemination, which approval may not be unreasonably withheld or delayed. If a Party fails to notify the other Parties of its decision with respect to proposed Promotional Materials within such five (5) day period, the Parties seeking approval shall escalate the request to appropriate personnel at the Party from whom a decision is sought until a response is received. A Party may not publicly disseminate Promotional Materials that have not been approved by the other Parties. Notwithstanding the foregoing, Green Dot shall not be required to obtain any such approvals with respect to any Promotional Materials which are: (a) not sent to any Cardholder; (b) not related to Retailer; or (c) are more particularly described in Section 4.2(b).

1.10 Network Providers.

(a) As of the Effective Date, [*] shall be the [*]. Retailer may replace the Network Provider with any other Designated Network Provider, and, thereafter, replace the then-current Designated Network Provider with any other Designated Network Provider, in each case, upon written request to Bank. After the date on which Retailer replaces a Network Provider with a replacement Network Provider pursuant to this Section 1.10, Retailer shall have no obligation to accept Walmart MoneyCard transactions through the former Network Provider's Network.

(b) If Retailer replaces a Network Provider pursuant to Section 1.10(a), Bank shall use commercially reasonable efforts to issue Walmart MoneyCards with the replacement Network Provider as promptly as practicable. In addition, Bank agrees to use commercially reasonable efforts to enable the [*] within [*] months from the Effective Date, or as soon thereafter as practicable, and Bank shall use commercially reasonable efforts to (i) enable the Walmart MoneyCard to be [*] in the [*] and (ii) to make any designations as are necessary to allow Retailer to [*] Walmart MoneyCard transactions through the [*], each within [*] months from the Effective Date, or as soon thereafter as practicable.

(c) In addition, Bank agrees to [*] outstanding Walmart MoneyCards to a [*] at any time upon written request of Retailer; provided, however, that Retailer shall pay all reasonable, out-of-pocket costs and expenses incurred by Bank in [*] such Walmart MoneyCards from [*], including the costs and expenses of [*] such Walmart MoneyCards and of [*] marketing, packaging and collateral materials.

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1.11 Appointment of Retailer as [*].

Retailer shall serve as the [*] of [*] at Participating Stores solely for the limited purposes of marketing and distributing Temporary Walmart MoneyCards and collecting fees from Cardholders on behalf of Bank in Participating Stores, as described more particularly in the appointment agreement attached as Schedule 1.11 (“Bank Appointment Agreement”). Bank shall take commercially reasonable actions, and shall execute such documents, as may be necessary to register such appointment, and/or to confirm exemption from licensing requirements, with state regulatory authorities, in accordance with this Section 1.11. If [*] desires Bank to take any such action, [*] shall submit a written request to Bank indicating the obligations of Bank with respect thereto, and Bank’s obligation to take any such action shall be conditioned on [*] and Bank mutually agreeing on [*] reimbursement of [*] for its reasonable, out-of-pocket costs and Bank’s determination that it is not being requested to undertake material obligations or liabilities with respect to such actions (or that [*] has provided Bank with adequate protections with respect thereto).

1.12 Online Bill Payment Services and Online Debit Load Services.

(a) In connection with the Card Program, Bank shall offer Online Bill Payment Services [*] to Cardholders. Bank and Retailer agree that such services shall be initially offered on behalf of Bank by CheckFree Services Corporation (“CheckFree”), pursuant to the Online Services Agreement, dated February 15, 2008, between GE Money Bank and CheckFree Services Corporation, in the form acknowledged by Wal-Mart (the “Online Services Agreement”). Notwithstanding the foregoing, only Bank (and not CheckFree or any successor service provider) may charge a Cardholder a fee for an online bill payment service, which fee shall be subject to Retailer’s prior written approval.

(b) Bank represents that, under the Online Services Agreement, Bank is obligated to pay a fee in the amount of \$[*] to Checkfree for each transaction completed by a Cardholder using the Online Bill Payment Services. To the extent that [*] receives any rebate and/or other compensation from CheckFree with respect to the fee described above after the Effective Date, (i) [*] shall certify in writing to Bank [*] the amount of such rebates and/or other compensation on a monthly basis, and (ii) [*] Commission [*] (as determined pursuant to Schedule 5.2) shall be decreased by the amount of such rebates and/or compensation. The Parties agree to discuss in good faith whether the Walmart Checkfree Agreement should be amended, extended, or combined with any agreement under which either Bank or Green Dot is a party, to reflect the payment structure set forth in this Section 1.12(b).

(c) Bank shall provide Retailer with reasonable advance notice prior to making any proposed changes to the Online Services Agreement. Bank shall not make any changes to the Online Services Agreement which would reasonably be expected to have a material adverse impact on Retailer, without the prior written consent of Retailer.

(d) Upon written notice to Retailer, Bank reserves the right to terminate the Online Services Agreement (or any similar agreement with a replacement vendor) if: (i) CheckFree or the replacement vendor, as applicable, fails to perform its obligations thereunder;

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or (ii) such termination is needed to comply with safe and sound banking practices, the directions of a Governmental Authority, Applicable Law or Network Operating Regulations.

(e) Notwithstanding the provisions of this Section 1.12, after Bank's receipt from, or delivery to, CheckFree of a notice to terminate the Online Services Agreement, Bank and Retailer shall use commercially reasonable efforts to transition the online bill payment services to a mutually agreed upon replacement vendor on terms and conditions mutually agreed upon by Bank and Retailer so as to avoid an interruption of Online Bill Payment Services; provided, that if Bank and Retailer are unable to complete the transition to a replacement vendor prior to termination of the Online Services Agreement, Bank shall not be obligated to offer Online Bill Payment services at the Walmart MoneyCard Website until Bank and Retailer mutually agree upon a replacement vendor and the terms and conditions on which the replacement vendor shall provide the online bill payment services at the Walmart MoneyCard Website on behalf of Bank.

1.13 Suspension of Card Program.

(a) Notwithstanding anything else contained in this Agreement, Retailer shall have the right to cease offering the Card Program and/or the Load Program with respect to Stores located in a jurisdiction if:

(i) Retailer determines on the advice of counsel that the Card Program and/or the Load Program, as applicable, as then currently offered in such jurisdiction pursuant to this Agreement (x) is reasonably likely to violate Applicable Law or Network Operating Regulations, or (y) is reasonably likely to subject Retailer to adverse governmental action or adversely affect Retailer's reputation or its interactions with Retailer Customers, if continued in such jurisdiction; or (ii) any action on the part of any Governmental Authority is reasonably likely to materially and adversely affect the Participating Stores or their interactions with Retail Customers. Retailer shall give the other Parties written notice if Retailer intends to exercise its right under this Section 1.13 to cease offering the Program with respect to Participating Stores located in a jurisdiction. The Parties shall meet within [*] of such notice to discuss how to address Retailer's concerns, and whether to suspend the Program within all affected Participating Stores.

(b) If Retailer decides to suspend the Card Program and/or the Load Program pursuant to Section 1.13(a), Retailer shall effectuate such suspension within [*] of such decision, and the Parties shall use commercially reasonable efforts to resume the Program at the affected Participating Stores within [*] following the suspension; provided, that: (i) nothing in the Agreement shall obligate a Party to agree to the resumption of the Program at affected Participating Stores without its prior written consent; and (ii) if the Parties are unable to agree to the manner in which the Program may be resumed within [*] after any Party first requests in writing that the Parties negotiate, then, each Party shall have the right to terminate the Program as to the Participating Stores affected by the Applicable Law, in which case such Stores shall no longer be Participating Stores, by providing at least [*] prior written notice to the other Parties.

1.14 Additional Card Products.

Retailer shall have the right, subject to the consent of Bank and Green Dot to distribute additional Card Products issued by the Bank and branded with the [*] name in one or

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more Participating Stores on the same commission and [*] structure described in Schedule 5.2. For the avoidance of doubt, nothing in this Section 1.14 shall be deemed to obligate Retailer to sell additional Card Products, or [*] such Card Products in Participating Stores in [*] Walmart MoneyCards.

1.15 [*] of the Card Program.

(a) The Parties shall use [*] ensure that Walmart MoneyCards continue to [*] by carrying [*] features and capabilities, [*]. Bank and Green Dot shall, in consultation with Retailer, use commercially reasonable efforts to maintain and enhance the technical and operational systems required to support the Program in a manner that is [*] Competitive Card Products, taking into consideration certain relevant factors such as the [*], and as otherwise agreed to by the Parties. At each Program Management Committee meeting, Green Dot shall provide to Retailer [*] that Green Dot is [*].

(b) Retailer shall receive [*] that are initiated by Retailer. Retailer shall receive [*]. Such [*] shall commence after the first date on which such [*] are made available to consumers other than in a limited test. In the event that [*] claims to have initiated a certain [*] independent of the other Party, the disputing Party shall provide supporting documentation evidencing the initiation of such [*] by such Party. Each of Retailer and Green Dot agrees to use good faith efforts to resolve any and all such disputes. The [*] set forth in this Section 1.15(b) shall not apply to any feature that is offered as part of any [*] Card Product program at [*] that such feature is added to the [*] pursuant to this Section 1.15(b).

ARTICLE II TEMPORARY AND PERMANENT WALMART MONEYCARDS

2.1 Temporary Walmart MoneyCards.

Each individual who wants a Walmart MoneyCard must first obtain a Temporary Walmart MoneyCard at a Participating Store, and then request Bank to activate the Temporary Walmart MoneyCard and issue a Permanent Walmart MoneyCard by providing Bank with information required by Bank to verify whether the individual satisfies the Activation Criteria. Temporary Walmart MoneyCards: (i) may be used after activation until the later of issuance, if at all, of a Permanent Walmart MoneyCard, or use of all funds initially loaded on the Temporary Walmart MoneyCard; (ii) may be used only in the United States; (iii) will have a minimum initial load amount of \$20.00; (iv) for loads in connection with Retailer's cashing of payroll checks and loads that are not in connection with such check cashing transactions, will have maximum initial load amounts as provided in the Walmart MoneyCard Terms; and (v) will have a daily Purchase limit as provided in the Walmart MoneyCard Terms. Retailer shall offer and provide each Temporary Walmart MoneyCard to a Cardholder in packaging provided by Bank that contains applicable contract terms and disclosures for the Walmart MoneyCard.

2.2 Activation and Issuance of Permanent Walmart MoneyCards.

(a) Bank shall decide whether to activate, suspend or terminate any Walmart MoneyCard based on the Activation Criteria. Subject to the terms and conditions of this Agreement, with respect to each individual who purchases a Temporary Walmart MoneyCard

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and who resides in the Program Territory and otherwise meets the Activation Criteria, Bank will issue a Permanent Walmart MoneyCard, activate such individual's Permanent Walmart MoneyCard, and deactivate such Cardholder's Temporary Walmart MoneyCard. Bank will deliver Permanent Walmart MoneyCards to approved Cardholders by mail or as otherwise agreed by the Parties. Upon issuance and activation of a Permanent Walmart MoneyCard, any balance on the Cardholder's Temporary Walmart MoneyCard will be transferred automatically to the Permanent Walmart MoneyCard and further use of the Temporary Walmart MoneyCard will be disabled. Bank reserves the right to issue a Permanent Walmart MoneyCard with a different Walmart MoneyCard number than the Temporary Walmart MoneyCard.

(b) In order to mitigate fraud exposure or for risk management purposes or as necessary to comply with the requirements of the Network Provider, Applicable Law or Network Operating Regulations, Bank, at its option and sole expense, may reissue Permanent Walmart MoneyCards to (i) some or all Cardholders every eighteen (18) to thirty-six (36) months, in accordance with industry standards or (ii) to any Cardholder at any time; provided, however, that no Cardholder shall be assessed any fees in connection with any re-issuance not initiated by the Cardholder pursuant to this subsection, and the Cardholder will have the same Retailer Identification Number.

(c) Unless otherwise expressly permitted by Bank, Permanent Walmart MoneyCards: (i) will have balance limits as provided in the Walmart MoneyCard Terms (the "Balance Limit"); (ii) may be used internationally; (iii) will have a minimum initial load amount of \$20.00; (iv) will have a maximum daily load amount as provided in the Walmart MoneyCard Terms; (v) will have a daily cash withdrawal limit as provided in the Walmart MoneyCard Terms; and (vi) will be reloadable. Bank and Retailer shall follow the Operating Procedures for the Card Program designed to ensure that the Balance Limit is not exceeded due to load transactions.

2.3 Types of Transactions and Loads.

(a) Walmart MoneyCards may be used in purchase and cash withdrawal transactions at merchants (including Retailer) and ATMs participating in the systems of the Network Provider in accordance with and subject to the provisions of the Cardholder Agreements, Network Operating Regulations, Applicable Law and this Agreement. For the avoidance of doubt, Bank and Retailer acknowledge that Bank will support "[*]" transactions at Participating Stores only to the extent that such transactions presented to Bank through a Network Provider are permitted under the applicable requirements of the Network Operating Regulations and Applicable Law, and do not exceed the transaction amount limits or otherwise violate the provisions of the Cardholder Agreements; provided, however, that Bank and Retailer shall use commercially reasonable efforts to develop "[*]" alternatives in which transactions are [*] to Bank through a [*].

(b) Retailer will provide for balance inquiries on Walmart MoneyCards at Terminals, other than those located in Lease Departments, as set forth in the Operating Procedures.

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(c) As more specifically described in this Agreement, Walmart MoneyCards may be loaded in the following ways: (i) POS Load of Temporary Walmart MoneyCards at Participating Stores (Section 4.4); (ii) POS Load of Permanent Walmart MoneyCards at certain GD Merchants, including at Participating Stores (Section 4.4); (iii) Purchase of Reload Packs from GD Merchants, including at Participating Stores (Section 2.5) and subsequent transfer of funds at the direction of Cardholder to Green Dot; (iv) Direct Deposit Loads of Cardholder funds (Section 2.6(a)); and (v) Online Loads of Cardholder funds (Section 4.1). Except as otherwise expressly provided in this Agreement, the [*] a Walmart MoneyCard shall not [*] without the prior written agreement of the Parties.

2.4 Suspension or Termination of Walmart MoneyCards.

(a) Bank, in its sole discretion, may suspend or terminate any Walmart MoneyCard based on: (i) a failure by a Cardholder to continue to meet the Activation Criteria; (ii) suspicious activity or fraud with respect to the Walmart MoneyCard or by the Cardholder; or (iii) a negative balance on the Walmart MoneyCard.

(b) Upon suspension or termination of a Permanent Walmart MoneyCard by Bank as set forth in Section 2.4(a) and subject to Applicable Law and Network Operating Regulations, Bank shall permit the Cardholder to continue to use the Permanent Walmart MoneyCard as a customer identification card; provided, however, that if Bank has terminated the Permanent Walmart MoneyCard, Bank shall not be required to replace the Permanent Walmart MoneyCard after the expiration date of the Walmart MoneyCard, or provide any services in connection with that Permanent Walmart MoneyCard; and provided, further, that Bank shall not continue to provide PIN verification and other services related to the Retailer Customer Number unless Bank and Retailer mutually agree in writing. If a Network Provider prohibits Bank from allowing Cardholders to continue to use the Permanent Walmart MoneyCard as a customer identification card after suspension or termination of the Walmart MoneyCard for use in purchase or cash withdrawal transactions, Bank and Retailer will use their best efforts to negotiate a mutually acceptable solution with the Network Provider to allow continued use of the Permanent Walmart MoneyCard as a customer identification card. If Bank and Retailer are unable to negotiate such a solution with the Network Provider, Bank will work in good faith to assist Retailer in reissuing customer identification cards at [*] expense.

2.5 Reload Packs and POS Loads of the Walmart MoneyCards in GD Network.

(a) Bank and Green Dot shall maintain an arrangement under which: (i) [*] shall [*] of [*]; and (ii) Cardholders may (x) [*] through [*], (y) reload [*] (as set forth in Section 1.2) or [*] through [*] at [*], and (z) [*] (as set forth in Section 1.2) or [*] through purchase of [*] from [*]; provided that the Parties acknowledge that not all GD Merchants will offer the operational capability for POS Loads. Transactions in which a Cardholder purchases a Reload Pack or makes a POS Load in the GD Network shall involve a customer relationship between the Cardholder and Green Dot to the extent provided under Applicable Law.

(b) Retailer acknowledges that [*] and/or [*] (other than [*]) [*] for: (i) [*]; or (ii) [*] at [*] (other than [*]).

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(c) Notwithstanding the foregoing, Bank reserves the right, upon thirty (30) days' prior written notice to Retailer, to terminate its obligation to allow Cardholders to load or reload Walmart MoneyCards in the GD Network if continuation of such transactions presents a material risk to Bank of substantial financial loss (e.g., in the case of Green Dot's substantial failure to settle such transactions with Bank) or substantial reputational harm (e.g., in the case of Green Dot's substantial failure to comply with Applicable Law). At any time after such written notice is delivered to Retailer, if Bank or Retailer reasonably determines that continued performance presents a material risk of substantial financial loss or reputational harm to itself, then Retailer or Bank, as applicable, may suspend participation in the GD Network upon ten (10) days' prior written notice to the other Party. Upon the effective date of such termination, loads to Walmart MoneyCards and related services shall be provided by one or more parties selected by Retailer and approved by Bank, provided that such approval shall not be unreasonably withheld or delayed. If a replacement network is not chosen by Retailer and Bank, or Retailer and Bank have not agreed to an implementation schedule for the chosen replacement network, prior to such effective date of termination, then Bank and Retailer each shall have the right to terminate this Agreement upon sixty (60) days' prior written notice.

(d) Retailer may request in writing to Bank that the Walmart MoneyCard be reloadable outside of Participating Stores in a reload network in addition to the GD Network (an "Additional Network") if (i) there are [*] and Retailer has provided the Parties with written notice requesting an increase in the [*], and (ii) at least [*] have passed since Retailer has so requested an [*] and there continues to be [*]. Upon Bank's receipt of such a request from Retailer for an Additional Network, Bank and Retailer shall [*] select and put in place an Additional Network on terms and conditions that are acceptable to Bank and Retailer in their reasonable discretion (such terms and conditions shall address, among other things, transmission of applicable load data for the Walmart MoneyCards in the Additional Network). If Bank and Retailer cannot locate or agree upon an acceptable Additional Network within [*], Bank and Retailer each shall have the right to terminate this Agreement upon [*] prior written notice. For the avoidance of doubt, (i) nothing in this Section 2.5 shall obligate Bank to ensure that there are not [*] or affect the load networks in which Walmart MoneyCards are loaded in Participating Stores, and (ii) at all times in which the Walmart MoneyCard may be loaded and/or reloaded in the GD Network, Retailer and Bank shall continue to market the GD Network as a [*] of the Walmart MoneyCards.

2.6 Additional Provisions Regarding Loads.

(a) Cardholders shall be able to load Permanent Walmart MoneyCards via direct deposit of Cardholder funds initiated by the Cardholder's employer or other source approved by Bank (each, a "Direct Deposit Load") in accordance with the Operating Procedures. Bank shall not impose any charge or fee in connection with such Direct Deposit Loads.

(b) Bank agrees that all funds loaded on to each Walmart MoneyCard shall be a liability of Bank and such funds shall be insured by the FDIC up to the maximum amount permitted for a single depositor, in accordance with the provisions of the Federal Deposit Insurance Act (12 U.S.C. 1811 et seq.), and Bank shall take such actions and shall maintain such records as may be necessary to maintain such insurance. As between Bank and the Cardholder, Bank shall load funds to: (i) a Temporary Walmart MoneyCard when the Cardholder activates

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the card after Bank receives the relevant POS Data from Retailer in connection with providing Intermediary Services; (ii) a Permanent Walmart MoneyCard in connection with a POS Load at Retailer when Bank receives the relevant POS Load Data from Retailer in connection with providing Intermediary Services; (iii) a Permanent Walmart MoneyCard in connection with a POS Load at a GD Merchant other than Retailer when Green Dot notifies Bank that the load transaction has been completed; (iv) a Permanent Walmart MoneyCard in connection with a load through a Reload Pack Sale when Green Dot notifies Bank that the Cardholder has directed Green Dot to use the proceeds of the Reload Pack Sale to load the Permanent Walmart MoneyCard; and (v) a Permanent Walmart MoneyCard in connection with an Online Load when the load transaction has been completed.

(c) Retailer hereby agrees that any [*] services offered by [*], including to Cardholders, is separate and apart from any load to a Walmart MoneyCard and all other aspects of the Program, and that [*] bears all risk, check collection responsibility and losses related to such [*] services, including in any [*] transaction that precedes a load to a Walmart MoneyCard.

ARTICLE III PROGRAM EXPENSES

3.1 General.

(a) Except as otherwise provided in this Agreement or expressly assumed by a Party in a writing signed by such Party, each of the Parties shall be responsible for its own cost, fees and expenses arising from or incurred in connection with the Program ("Program Expenses").

(b) As between [*] and [*], [*] shall be responsible for Program Expenses associated with the issuance and servicing of the Walmart MoneyCards, including, [*] OFAC screening and costs associated with activating Walmart MoneyCards; provided, however, that [*] shall be responsible for [*] that result from fraud, gross negligence or willful misconduct of [*] or its employees that is facilitated by information or a device obtained by an employee in connection with his or her employment, unless the fraud occurred (x) due to a known system flaw on the [*] systems, which was not corrected by [*] within thirty (30) days after discovery, or (y) due to a system flaw on [*] system, which was known to [*] and [*] failed to promptly notify [*]. [*] may invoice [*] for such costs, in which case, [*] will pay [*] all undisputed invoiced amounts within thirty (30) days of receipt of the invoice; provided that if the undisputed amount exceeds \$100,000.00, [*] shall use commercially reasonable efforts to pay such amount within ten (10) Business Days of receipt of the invoice, by electronic transfer of immediately available funds to an account designated by [*]. [*] and [*] shall meet and negotiate in good faith to resolve payment of any disputed amounts within sixty (60) days following [*] receipt of the invoice, failing which [*] may exercise any rights available to it under Applicable Law.

(c) [*] shall bear the cost of the [*] used by [*] prior to and in connection with this Program.

(d) Program Expenses incurred after the Effective Date for modification of the design of the Walmart MoneyCards or the design of Walmart MoneyCard Documentation used

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in the issuing or servicing of any Walmart MoneyCard, including changes to the colors, logos or trademarks or other marks used therein, that are requested by a Party (other than changes required by Applicable Law or Network Operating Regulations, for which Bank shall be responsible), shall be borne by the Party making the request; provided, however, that the Parties shall share mutually the cost of modifications that the Parties agree are: (i) necessary or appropriate to correct or improve the Program; and (ii) not attributable to a Party's failure to perform its obligations under this Agreement.

(e) As between [*] and [*], [*] shall be responsible for Program Expenses associated with the sale and servicing of the (i) Reload Packs and (ii) POS Loads and Online Loads, including all Load Program fraud; provided, however, that [*] shall be responsible for all costs that result from fraud, gross negligence or willful misconduct of [*] that is facilitated by [*], unless the fraud occurred (x) due to a known system flaw on [*] systems, which was not corrected [*] within thirty (30) days after discovery, or (y) due to a system flaw on [*] system, which was known to [*] and [*] failed to promptly notify [*]. [*] may invoice [*] for such costs, in which case, [*] will pay [*] all undisputed invoiced amounts within thirty (30) days of receipt of the invoice; provided that if the undisputed amount exceeds \$100,000.00, [*] shall use commercially reasonable efforts to pay such amount within ten (10) Business Days of receipt of the invoice, by electronic transfer of immediately available funds to an account designated by [*]. [*] and [*] shall meet and negotiate in good faith to resolve payment of any disputed amounts within sixty (60) days following [*] receipt of the invoice, failing which [*] may exercise any rights available to it under Applicable Law.

ARTICLE IV THE GD NETWORK AND LOAD PROGRAM

4.1 General.

Green Dot operates the Green Dot® Financial Network (the "GD Network") in which: (i) participating merchants ("GD Merchants") process point-of-sale loads to stored value cards and prepaid cards in transactions where such cards are swiped through electronic terminals ("POS Loads"); (ii) at a cardholder's direction, funds may be transmitted to stored value cards and prepaid cards from other financial accounts of the cardholder via online transactions ("Online Loads"); and (iii) GD Merchants sell Reload Packs that can be used by purchasers to transfer funds to stored value cards and prepaid cards, to pay bills with participating billers, and to make transfers to other payees participating in the GD Network ("Reload Pack Sales"). The Parties desire that Cardholders and other individuals be able to participate in POS Loads and Reload Pack Sales in the GD Network at participating GD Merchants as well as Online Loads, including in transactions at Retailer's Participating Stores involving a POS Load to a Temporary Walmart MoneyCard or a Permanent Walmart MoneyCard issued by Bank.

4.2 Marketing Reload Packs.

(a) Green Dot hereby grants to Retailer a non-exclusive right to market, promote, distribute and sell Reload Packs and POS Loads as a member of the GD Network. As a

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member of the GD Network, Retailer shall stock and sell Reload Packs at Participating Stores in such quantities as Green Dot and Retailer may agree upon from time to time.

(b) Solely in connection with the marketing of POS Loads and Reload Packs, Retailer hereby consents to Green Dot's use of the name "Walmart", and the listing of Participating Store locations, on Green Dot's website in order to direct consumers to GD Network locations; provided, however, that each use of the name "Walmart" is subject to the prior written approval of Retailer. Green Dot will not use the Retailer Marks, or modify the name "Walmart", without Retailer's prior written consent.

4.3 Sale of Reload Packs.

(a) Green Dot shall provide Retailer with such amounts of Green Dot's display, point of sale materials, shelf-packaging, card mailers, inserts, marketing and promotional materials for Reload Packs as Green Dot and Retailer shall agree upon from time to time in writing ("Load Program Promotional Materials"). The cost of the Load Program Promotional Materials shall be borne by [*] except to the extent paid for from the Marketing Fund as mutually agreed by Retailer and Green Dot in writing (e-mail will suffice). [*] will be responsible for payment of all costs associated with manufacturing, printing, and delivering Reload Packs. If Retailer develops or designs its own marketing materials for the sale or promotion of Reload Packs or the GD Network, Retailer agrees that all marketing materials developed by it or otherwise containing the trade name, trademarks or other intellectual property rights of Green Dot, or any payment association, must be approved in writing by Green Dot prior to use, such approval not to be unreasonably withheld. Subject to Section 4.2(b), Green Dot shall not be required to obtain Retailer's approval for any Load Program Promotional Materials for the sale of Reload Packs at GD Merchant locations other than Participating Stores.

(b) Retailer shall sell Reload Packs in Participating Stores, and shall [*] ([*]) to Green Dot. Retailer may sell Reload Packs only for cash (including [*]) or by way of debit card payment. [*] bears [*] with [*]. Green Dot shall be solely responsible for remitting funds to the appropriate Green Dot payees, including Bank in the case of a Walmart MoneyCard load.

(c) Green Dot shall [*] a commission on the sale of all Reload Packs by Retailer during the preceding month, in accordance with Schedule 4.3(c) ("Reload Pack Commissions").

4.4 POS Loads.

(a) All POS Loads and Reload Pack Sales at Participating Stores, and all Online Loads, shall be money transfers in the GD Network. Reload Pack Sales and POS Loads at Participating Stores shall be conducted in accordance with the Operating Procedures for the Load Program, as may be revised from time to time by mutual agreement of the Parties. A current set of such Operating Procedures for the Load Program are attached hereto as Schedule 4.4(a). In the event of a conflict between the provisions of this Agreement and the provisions of the Operating Procedures for the Load Program, the provisions of this Agreement shall prevail. The Parties shall review such procedures every six (6) months in connection with an overall review of the Program and the Load Program.

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(b) Subject to the terms of this Agreement, Bank shall establish and charge a fee to the Cardholder for the issuance of a Temporary Walmart MoneyCard, and for a POS Load to a Walmart MoneyCard at a Participating Store, and shall be solely entitled to receive such fees from a Cardholder. No Party shall charge a fee to a Cardholder in connection with a POS Load to a Temporary Walmart MoneyCard, and Retailer and Green Dot shall not charge a fee to a Cardholder in connection with a POS Load to a Permanent Walmart MoneyCard at a Participating Store. Retailer shall collect the amount of any POS Loads of the Walmart MoneyCards at a Participating Store, together with related fees imposed by Bank for the issuance of a Temporary Walmart MoneyCard or a POS Load to a Walmart MoneyCard, and settle the same with Green Dot pursuant to Article VI.

(c) Retailer shall become obligated to settle with Green Dot the amount of any POS Load at a Participating Store and the related fees imposed by Bank or Green Dot in the transaction upon authorization of the transaction. Bank shall be responsible for obtaining settlement from Green Dot for POS Loads at Participating Stores and related Bank fees with respect to Walmart MoneyCards. Bank also shall be responsible for the compensation (if any) to Green Dot for Cardholder's use of the GD Network for POS Loads to Walmart MoneyCards.

(d) [*] shall pay [*] a commission for each POS Load at a Participating Store to a prepaid card or stored value card other than a Walmart MoneyCard as set forth in Schedule 4.4(d). [*] shall have no responsibility for paying [*] for any charges imposed by [*] on [*] for Cardholders' use of the GD Network in POS Loads; provided, however, that the foregoing shall not relieve [*] of its settlement obligations under this Agreement for collection of fees imposed by [*] in connection with Reload Pack Sales.

4.5 Appointment of Retailer as Green Dot's Limited Agent.

[*] shall serve as the [*] of [*] solely for the limited purpose of: (i) marketing and selling Reload Packs at Participating Stores and remitting Reload Pack Funds to Green Dot; (ii) remitting POS Load Funds to Green Dot in connection with POS Loads at Participating Stores; and (iii) performing such related services as Green Dot and Retailer may agree upon from time to time, as described more particularly in this Agreement and in the appointment agreement attached as Schedule 4.5 ("Green Dot Appointment Agreement"). Green Dot covenants that for purposes of Retailer's compliance with Applicable Law in connection with its activities as an agent of Green Dot, that Green Dot shall instruct Retailer, in writing, with respect to Retailer's compliance obligations under the money transmission laws, rules or regulations, or interpretations thereof, applicable to Retailer in each of the jurisdictions in which Retailer serves as the agent of Green Dot ("Written Procedures"). Green Dot shall provide Retailer with an updated copy of the Written Procedures within ninety (90) days of the Effective Date. In the event of a conflict between the provisions of this Agreement and the provisions of the Green Dot Appointment Agreement, the provisions of this Agreement shall prevail. Green Dot shall take such actions, and shall execute such documents, as may be necessary to register such appointment with state regulatory authorities and/or to qualify Retailer for exemptions under applicable licensing statutes and regulations. Retailer shall transmit to Bank the GD Network Data and the GD Network Funds in an accurate, timely and complete manner and in accordance with the provisions of this Agreement.

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4.6 Notice of Certain Green Dot Conditions.

Green Dot shall promptly notify Retailer if, for any six (6)-month period, Green Dot's Interest Coverage Ratio is 2:1 or less.

4.7 Representations and Warranties.

In order to induce the other Parties to enter into this Agreement and participate in the Program, each of Green Dot and Retailer, as applicable, makes the following representations and warranties to the other as of the Effective Date and at all times thereafter, with the exception of the representation in Section 4.7(f), which is made on the Effective Date:

(a) Corporate Existence. Retailer or Green Dot, as the case may be, represents and warrants that it: (i) (x) with respect to Retailer, is a corporation or limited partnership, as the case may be, duly organized, validly existing, and in good standing under the laws of, in the case of Wal-Mart Stores, Inc., the state of Delaware; in the case of Wal-Mart Stores Texas L.P., in the state of Texas; in the case of Wal-Mart Louisiana, LLC, in the state of Delaware; in the case of Wal-Mart Stores Arkansas, LLC, the state of Arkansas; and in the case of Wal-Mart Stores East, L.P., the state of Delaware, and (y) with respect to Green Dot, is a Delaware corporation duly organized, validly existing, and in good standing; (ii) is duly qualified and in good standing under the laws of each jurisdiction where its ownership or lease of property or the conduct of its businesses require such qualification, except to the extent the failure to be so qualified or in good standing would not have a material adverse effect on its ability to conduct the Program; (iii) has the requisite corporate power and authority and the legal right to own and operate its properties, to lease the properties it operates under lease, and to conduct its businesses as now conducted and hereafter contemplated to be conducted; (iv) has all necessary licenses, permits, consents, or approvals from or by, has made all necessary notices to all Governmental Authorities having jurisdiction in the states in which Participating Stores are located, to the extent required for such current ownership and operation or as proposed to be conducted, except to the extent that the failure to have any of the foregoing would not have a material adverse effect on its ability to conduct the Program; and (v) is in compliance with its certificate of incorporation, bylaws and/or other organizational documents.

(b) Corporate Power, Authorization, Enforceable Obligation. Retailer or Green Dot, as the case may be, represents and warrants that the execution, delivery, and performance of the Agreement and all instruments and documents to be delivered thereunder: (i) is within its corporate power; (ii) has been duly authorized by all necessary or proper corporate action, including the consent of shareholders where required; (iii) does not and will not contravene any provisions of its certificate of incorporation, bylaws and/or other organizational documents; (iv) will not violate any Applicable Law or Network Operating Regulations; (v) will not conflict with or result in the breach of, or constitute a default under any indenture, mortgage, deed of trust, lease, agreement, or other instrument to which it is a party or by which it or any of its assets or property are bound; and (vi) does not require any filing or registration with, or the consent or approval of, any Governmental Authority or any other Person which has not been made or obtained previously. Each party further represents and warrants that the Agreement has been duly executed and delivered and constitutes a legal, valid, and binding obligation enforceable against it in accordance with its terms.

(c) Solvency. Retailer or Green Dot, as the case may be, represents and warrants that it is Solvent.

(d) No Conflicts. Retailer or Green Dot, as the case may be, represents and warrants that it is not in default in any material respect of any material contract, lease, agreement, or other instrument (including with respect to Retailer, any arrangements with third parties to sell financial services of such third parties), to which it is a party nor has it received any notice of default under any such material contract, agreement, lease or other instrument, other than defaults which would not have a material adverse effect on its ability to conduct the Load Program.

(e) No Burdensome Restrictions. Retailer or Green Dot, as the case may be, represents and warrants that no contract, lease, agreement, or other instrument to which it is a party or by which it is bound materially and adversely affects its ability to conduct the Load Program.

(f) No Legal Restrictions. Retailer or Green Dot, as the case may be, represents and warrants as of the Effective Date that no provision of Applicable Law materially and adversely affects its ability to conduct the Load Program in the states in which Participating Stores are located.

(g) Information Correct. Retailer or Green Dot, as the case may be, represents and warrants that all information furnished by it to the other Party for purposes of or in connection with the Agreement or any information hereafter so furnished, is true and correct in all material respects and no such information omits to state a material fact necessary to make the information so furnished not misleading. There is no fact known to it which it has not disclosed to the other Party which could materially and adversely affect its financial condition, business property or prospects.

(h) No Event of Default. Retailer or Green Dot, as the case may be, represents and warrants that no Event of Default with respect to it has occurred and is continuing.

(i) Green Dot Marks. Green Dot: (i) is the owner of or has the right to use the GD Marks and all other intellectual property licensed by Green Dot to Retailer hereunder; and (ii) has the right, power and authority to license to Retailer and authorized designees the use of the GD Marks and such property as set forth herein. Green Dot further represents and warrants that the use of the GD Marks and other intellectual property by said licensees as contemplated herein will not violate any Applicable Law or Network Operating Regulations, or infringe upon the rights of any third party.

(j) Retailer Marks. Retailer: (i) is the owner of or has the right to use the Retailer Marks and all other intellectual property licensed by Retailer to Green Dot hereunder; and (ii) has the right, power and authority to license to Green Dot and its Affiliates and authorized designees the use of the Retailer Marks and such property as set forth herein. Retailer further represents and warrants that the use of the Retailer Marks and other intellectual property

by said licensees as contemplated herein will not violate any Applicable Law or Network Operating Regulations, or infringe upon the rights of any third party.

(k) Data Storage and PCI Compliance. To the extent that Green Dot stores any Nonpublic Personal Information or Program Information in connection with this Agreement, such information is stored solely at locations within the United States, unless otherwise permitted by the other Parties. Green Dot further represents and warrants that it and its vendors will at all times during the Term of this Agreement comply with any PCI Standards on the handling or storage of data that may be established by applicable Network Providers to the extent such requirements apply to the activities of Green Dot (or its vendors) with respect to the Program.

(l) Compliance with Law. Green Dot represents and warrants that: (i) all Reload Packs and POS Loads, and all related documentation, terms (including fees assessed by Green Dot), and disclosures comply with Applicable Law; and (ii) the GD Network, and Green Dot's operation thereof, comply with Applicable Law.

4.8 Indemnification.

(a) Green Dot agrees to protect, indemnify, and hold harmless Retailer, its Affiliates, and the shareholders, employees, officers, and directors of each of Retailer and its Affiliates, from and against any and all Indemnified Losses arising out of, connected with or resulting from, or arising out of, connected with or resulting from, a complaint, claim or action which alleges:

(i) (A) the failure of any GD Network documentation, packaging or advertisements (including, without limitation, Reload Pack documentation, packaging and advertisements) or the Operating Procedures for the Load Program to comply with Applicable Law, or the failure of Green Dot or its agents or independent contractors, if any, to comply with Applicable Law in the exercise of Green Dot's rights or the performance of Green Dot's obligations set forth in this Agreement, (B) the failure by Green Dot, or its agents or independent contractors, if any, to comply with its obligations under this Agreement with respect to the Reload Packs, POS Loads and Online Loads, or the Load Program; and (C) claims related to any credit or other products and services, including any documentation related thereto (other than those related to the Program), offered or sold by Green Dot, or its agents and independent contractors (including GD Merchants other than Retailer), to Cardholders;

(ii) any transaction, contract, understanding, promise, representation or relationship, actual, asserted, or alleged, between Green Dot and any Cardholder or any holder of a stored value or prepaid card loaded through the GD Network (a "GD Network Participant") relating to a Reload Pack, a POS Load (including Online Loads) at a Participating Store or the Program;

(iii) any breach by Green Dot or its employees, agents or independent contractors of any of the terms, covenants, representations, warranties, or other provisions contained (A) in this Agreement with respect to the Load Program, a Reload Pack, a POS Load (including Online Loads), or the GD Network, (B) in the Green Dot

Appointment Agreement, (C) in the Operating Procedures for the Load Program, or (D) in any other instrument or document delivered by Green Dot to Retailer in connection herewith or therewith;

(iv) any other act, or omission where there was a duty to act by Green Dot or its employees, officers, directors, shareholders, agents or licensees or any independent contractors hired by Green Dot, relating to a Walmart MoneyCard, a Reload Pack, a POS Load (including Online Loads) or the Load Program;

(v) the failure of Green Dot to comply with any Applicable Law or Network Operating Regulations;

(vi) any and all advertising, promotions and marketing programs, documents or materials conducted by or on behalf of Green Dot, other than references or descriptions of the Reload Packs or POS Loads (including Online Loads) which have been approved in writing by Retailer prior to their use; or

(vii) infringement or misappropriation of the Intellectual Property rights of any third party in connection with use of the Green Dot Technology, Green Dot Owned Modifications, Green Dot Created Technology or Green Dot IVR as permitted by, or used to provide services, in the Load Program;

provided that in no event shall (A) Green Dot be obligated to indemnify Retailer under this Section 4.8(a) against any Indemnified Losses which result from the willful or negligent acts or omissions of Retailer, or (B) Retailer be considered an agent or independent contractor of Green Dot for purposes of determining Green Dot's indemnity obligations for the conduct of Green Dot's agents or independent contractors.

(b) Retailer agrees to protect, indemnify, and hold harmless Green Dot, its Affiliates, and the shareholders, employees, officers, and directors of each of them, from and against any and all Indemnified Losses arising out of, connected with or resulting from, or arising out of, connected with or resulting from a complaint which alleges:

(i) any false or misleading representation by Retailer to a Cardholder or GD Network Participant relating to the Program or a Reload Pack or a POS Load (including Online Loads);

(ii) any other act, or omission where there was a duty to act by Retailer or its employees, officers, directors, shareholders, agents or licensees or any independent contractors hired by Retailer, relating to a Walmart MoneyCard, a Reload Pack, a POS Load (including Online Loads) or the Load Program, provided, however, that any fraud described in Section 3.1(e) shall be governed by such Section;

(iii) any breach by Retailer or any of its employees, agents or independent contractors of any of the terms, covenants, representations, warranties, or other provisions contained in this Agreement with respect to the Load Program, a Reload Pack, a POS Load (including Online Loads), or the GD Network, the Green Dot Appointment

Agreement, the Operating Procedures for the Load Program or any other instrument or document delivered by Retailer to Green Dot in connection herewith or therewith;

(iv) the failure by Retailer to comply with any Applicable Law or Network Operating Regulations;

(v) any and all advertising, promotions and marketing programs, documents or materials conducted by or on behalf of Retailer, other than references or descriptions of POS Loads (including Online Loads) which have been approved in writing by Green Dot prior to their use; or

(vi) infringement or misappropriation of the Intellectual Property rights of any third party in respect of the Retailer Technology, Retailer Owned Modifications or Retailer Created Technology;

provided that in no event shall (A) Retailer be obligated to indemnify Green Dot under this Section 4.8(b) against any Indemnified Losses which result from the willful or negligent acts or omissions of Green Dot, or (B) Green Dot be considered an agent or independent contractor of Retailer for purposes of determining Retailer's indemnity obligations for the conduct of Retailer's agents or independent contractors.

(c) Notice. Green Dot and Retailer shall promptly notify the other of any claim, demand, suit or threat of suit of which it becomes aware (except with respect to a threat of suit either party might institute against the other) which may give rise to a right of indemnification pursuant to this Agreement; provided that failure to provide such notice shall not affect the obligations of the Party from whom indemnification is sought, except to the extent that the indemnifying Party shall have been materially prejudiced by such failure. The indemnifying Party will be entitled to participate in the settlement or defense thereof and, if the indemnifying party elects, to take over and control the settlement or defense thereof with counsel satisfactory to the indemnified Party. In any case, the indemnifying Party and the indemnified Party shall cooperate (at no cost to the indemnified Party) in the settlement or defense or any such claim, demand, suit or proceeding.

4.9 Communication with Cardholders.

Green Dot shall not communicate with Cardholders using Green Dot's name or on its own behalf in connection with the Card Program or POS Loads (including Online Loads) without the prior written approval of Bank and Retailer; provided, however, that Green Dot will communicate with Cardholders only in its own name with respect to the GD Network including, with respect to the Green Dot IVR used in connection with the Load Program, the web based activation of Reload Packs and POS Loads (including Online Loads) and the GD Network "store locator."

4.10 Intermediary Services.

(a) Bank agrees to serve in the limited capacity as intermediary for transmitting between Retailer and Green Dot: (i) data regarding Reload Pack Sales by Retailer ("Reload Pack Data"), and funds relating to such sales ("Reload Pack Funds"); (ii) data

regarding POS Loads at Retailer's Participating Stores ("POS Load Data") and funds relating to such POS Loads at Participating Stores ("POS Load Funds"); (iii) data regarding GD Card sales by Retailer ("GD Card Data"), and funds relating to such sales ("GD Card Funds"); (iv) the Daily Report described in Section 6.1; and (v) commissions as described in Section 6.3, in each case in accordance with the procedures agreed upon from time to time in writing by the Parties. The foregoing transmission of Reload Pack Data, POS Load Data, and GD Card Data (collectively, "GD Network Data"), Reload Pack Funds, POS Load Funds, and GD Card Funds (collectively, "GD Network Funds"), and such commissions is sometimes referred to herein as the "Intermediary Services," and shall be integrated into the systems of the Parties in a manner mutually agreed upon by the Parties to reduce administrative burdens on Retailer.

(b) Except as expressly provided in this Agreement, Bank's sole obligation with respect to Retailer's participation in GD Network transactions shall be to transmit GD Network Data and GD Network Funds between Retailer and Green Dot in an accurate, timely and complete manner and in accordance with the provisions of this Agreement. Bank shall not be responsible for the accuracy or completeness of GD Network Data received from Retailer or Green Dot or for the payment of amounts owing between Retailer and Green Dot with respect to Reload Pack Sales or POS Loads at Participating Stores to the extent that such amounts are incorrect or not received by Bank from Retailer. Retailer shall have no obligation to compensate Bank for providing Intermediary Services.

(c) Notwithstanding the foregoing, Bank may terminate providing Intermediary Services if continuation of providing such services presents a material risk to Bank of substantial loss (e.g., in connection with material settlement failure by Green Dot) or substantial reputational harm (e.g., in connection with failure of Green Dot to comply with Applicable Law). Upon the effective date of such termination, the Intermediary Services shall be provided by one or more parties selected by Retailer and approved by Bank, provided that such approval shall not be unreasonably withheld or delayed. If Bank does not grant its approval prior to the date on which it ceases to provide Intermediary Services, then Bank and Retailer each shall have the right to terminate this Agreement upon sixty (60) days' prior written notice, pursuant to Section 15.3.

(d) Notwithstanding anything in this Agreement to the contrary, Retailer at any time may establish a direct connection between Retailer and Green Dot so that Bank is no longer required to provide such Intermediary Services. Upon completion of such connection and with the prior written approval of Retailer, Green Dot may terminate the Intermediary Services from Bank upon sixty (60) days' prior written notice.

4.11 Emergency Suspension.

(a) In the event of an immediate regulatory change or a governmental action which, in Green Dot's commercially reasonable judgment, may necessitate a suspension of Reload Pack Sales or POS Loads at Participating Stores in order to prevent a violation of Applicable Law, Green Dot shall provide fax or electronic mail written notice to the other Parties, followed by a telephone confirmation, describing the nature of the change or action. The Parties shall, within twenty-four (24) hours, meet to discuss how to address such change or action and shall determine whether to suspend Reload Pack Sales and POS Loads at Participating

Stores within all affected Participating Stores. If the Parties decide to suspend sales of Reload Packs and POS Loads at Participating Stores (an "Emergency Suspension Event"), Retailer shall effectuate such suspension within twenty-four (24) hours of such decision, and the Parties shall work together to determine a solution to permit the sale of Reload Packs and POS Loads.

(b) Upon the occurrence of an Emergency Suspension Event, the Parties will use commercially reasonable efforts to resume the Reload Pack Sales or POS Loads at the affected Participating Stores within sixty (60) days from commencement of the Emergency Suspension Event. If the Parties are unable to resume such sale of Reload Packs and/or POS Loads at Participating Stores during this sixty (60) day period, after using commercially reasonable efforts to do so, the Parties shall meet to determine in good faith the manner in which the Program will be modified with respect to the sale of Reload Packs and/or POS Loads at Participating Stores, or alternatives to such Reload Pack Sales and POS Loads, at the affected Participating Stores, while minimizing the risk of the actual or potential violation of Applicable Law that gave rise to the Emergency Suspension Event; provided, that: (i) nothing in the Agreement shall obligate a Party to agree to the resumption of Reload Pack Sales or POS Loads at affected Participating Stores without its prior written consent if the event giving rise to the Emergency Suspension Event continues; (ii) if the Parties are unable to agree to the manner in which the Program will be so modified within sixty (60) days after any one Party first requests in writing that the Parties negotiate, then each Party shall have the right to terminate the Program as to the Participating Stores affected by the Emergency Suspension Event, in which case such Stores shall no longer be Participating Stores, by providing at least sixty (60) days' prior written notice to the other Parties; and (iii) in the event the Emergency Suspension Event ceases during the Term, the Parties will use commercially reasonable efforts to resume the Reload Pack Sales or POS Loads at the affected Participating Stores.

(c) Retailer will provide to Green Dot the name or names and twenty-four (24) hour contact information for Retailer personnel with the authority and ability to immediately investigate and take action with respect to a potential breach of security or fraud related to the Reload Pack Sales or POS Loads at any Participating Store. Green Dot shall notify such contact(s) and Bank if it, in its reasonable discretion, determines that a potential breach of security or event of fraud has occurred or is occurring. Retailer's emergency contact shall take immediate action to investigate and remedy any such event.

4.12 Reporting.

Retailer shall receive monthly settlement statements and final reports, as well as such other reports as Retailer reasonably may specify from time to time.

4.13 Retailer Obligations With Respect to POS Loads.

Notwithstanding anything to the contrary in this Agreement, Retailer shall [*] use the GD Network to process POS Loads for Walmart MoneyCards and [*] to the extent that such cards are loaded through POS Loads at Participating Stores as of the Effective Date, each of which is set forth on Schedule 4.13; and, further, provided, that Retailer may terminate POS Loads with respect to any [*] other than the Walmart MoneyCard within [*] Business Days of written notice to Green Dot. For the avoidance of doubt, Retailer shall not be obligated to use

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the GD Network to process POS Loads on cards other than those on Schedule 4.13 and Walmart MoneyCards. Retailer acknowledges that if Retailer does not accept POS Loads on [*], Green Dot shall not be obligated to [*] as part of the GD Network.

**ARTICLE V
RETAILER ACCEPTANCE OF WALMART MONEYCARDS; COMMISSIONS**

5.1 Retailer Acceptance of Walmart MoneyCards.

Retailer will obtain authorization, settlement and other services relating to Retailer's acceptance of Walmart MoneyCards issued from the financial institution that provides Retailer such services in connection with other prepaid cards participating in the systems operated by, among other Persons, the Network Providers ("Network Acquirer"), and the terms and conditions on which Retailer accepts and settles Walmart MoneyCards, and Retailer's obligations with respect to any chargeback or representment of such transactions, shall be governed exclusively by the applicable agreement between Retailer and its Network Acquirer ("Acquirer Agreement"). At all times during this Agreement, Retailer agrees to maintain an Acquirer Agreement with a Network Acquirer and to accept Walmart MoneyCards issued by Bank in accordance with such Acquirer Agreement, except as set forth in Section 1.10(a). Retailer shall be solely liable for performance of its obligations under the Acquirer Agreement, including [*] of [*] and [*] by [*], provided that the foregoing shall not relieve Bank or Green Dot from liability for breaching this Agreement. For avoidance of doubt, nothing in this Agreement shall in any way [*] the manner in which [*] in which it [*] Walmart MoneyCards (or other payment cards) [*] for goods or services or in [*] transactions as long as Retailer complies with its obligations under this Agreement to accept Walmart MoneyCards.

5.2 Commissions.

In consideration for marketing and promoting the Program, and for marketing and distributing the Temporary Walmart MoneyCards and POS Loads to Walmart MoneyCards on behalf of [*] in Participating Stores, [*] shall [*] a commission in accordance with the provisions of Schedule 5.2 attached hereto.

**ARTICLE VI
SETTLEMENT**

6.1 Settlement Procedures.

(a) Retailer will transmit to Bank the GD Network Data in real time upon completion of the applicable transaction at Retailer, and Bank will receive and promptly process such data to Green Dot. On each Business Day, Bank (on behalf of Green Dot as part of the Intermediary Services) will send Retailer a report ("Daily Report") that contains, for the period since the last Daily Report, the following information with respect to amounts that Retailer is obligated to settle with Green Dot in the GD Network pursuant to this Agreement: (i) the gross aggregate amount of all GD Network Funds; (ii) the aggregate gross amount of all Walmart MoneyCard Fees assessed by Bank in connection with the issuance of Temporary Walmart MoneyCards or POS Loads to Permanent Walmart MoneyCards at Participating Stores; and (iii)

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the aggregate gross amount of all fees imposed by Green Dot for the purchase of Reload Packs from Retailer (the sum of (i), (ii) and (iii), the "Gross Settlement Amount").

(b) Bank, on behalf of Green Dot and as part of the Intermediary Services, shall deliver to Retailer the Daily Report for a Business Day, and any non-Business Days following the last Business Day, by 9:00 a.m. Central Time [*]. Retailer will initiate the wire transfer for the Gross Settlement Amount [*] later than 11:00 a.m. Central Time on the [*] after Retailer receives the Daily Report (e.g., if Retailer receives the Daily Report [*], Retailer will initiate the wire on [*]). All amounts payable under this Section 6.1 by Retailer to Bank shall be paid, net of any sales or other taxes, in immediately available funds, via wire transfer initiated by Retailer to an account maintained by Bank (as part of its Intermediary Services). On the [*] that Bank receives such funds, Bank (as part of its Intermediary Services) will initiate a wire transfer, in the amount of such funds received from Retailer, to an account established by Green Dot for settlement of transactions in the GD Network.

(c) Within thirty (30) days of delivery of a Daily Report, any Party may deliver to the other Party a request for adjustment to the amounts paid pursuant to the Daily Report and sufficient documentation to support such adjustment. Bank, as part of the Intermediary Services, shall apply any undisputed adjustment to a Daily Report within [*] of receipt of a request for adjustment from Retailer or Green Dot, as applicable, or from delivery of a notice of adjustment to Retailer or Green Dot. The Parties shall work together in good faith to resolve any disputes regarding adjustments and to automate the adjustment process.

(d) Each [*], Bank shall send Retailer a report setting forth in reasonable detail all wire transfer activities for the immediately preceding [*] (each, a "Wire Report"). The Wire Report shall contain such details regarding transactions relating to the applicable wire transfer activities to which the Parties may mutually agree. Bank shall use its commercially reasonable efforts to deliver to Retailer the Wire Report for the immediately preceding [*] no later than the [*] of the [*] and must deliver to Retailer such Wire Report no later than the [*] of the [*]. Bank shall transmit to Retailer, via wire transfer, all amounts remaining on deposit with Bank under this Section 6.1(d).

(e) Payment by Retailer to Bank of any settlement amounts due Green Dot from Retailer under this Agreement pursuant to this Section 6.1 shall satisfy Retailer's obligations to Green Dot with respect to such amounts.

6.2 Separateness.

The Program established under this Agreement and the Consumer Credit Card Program shall be treated as separate, independent programs, and any transactions or information, payment of fees and expenses and settlements communicated between Retailer and Bank shall be done on a separate basis as between the two programs. The Program established by this Agreement (other than the Intermediary Services) shall also be separate from the card program established by the Pilot.

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6.3 [*] Commissions.

No later than the fifteenth (15th) Business Day of each month, Green Dot shall pay to [*] the Reload Pack Commissions for Reload Pack Sales and the [*] Commissions for POS Loads of the Walmart MoneyCards, in each case, at Participating Stores, during the previous month. Retailer acknowledges that Bank may, as part of the Intermediary Services, forward to Retailer on Green Dot's behalf, commissions [*] by Green Dot to [*]. [*] commissions by Bank and Green Dot shall be accompanied by a statement of the transactions for which the commissions [*], as mutually agreed upon by the Parties, and shall be made by [*] to the [*] by [*] in [*] to the [*] the commissions. Bank and Green Dot shall be [*] commissions [*] with respect to any such commissions that arose from [*] customers by Bank or Green Dot, respectively, within thirty (30) days following the date of the Temporary Walmart MoneyCard issuance, Reload Pack Sale or POS Load at a Participating Store, as applicable.

6.4 Other Payments.

A Party may invoice another Party monthly for all other amounts, if any, payable to it by such other Party pursuant to this Agreement which are not otherwise paid in connection with the settlement procedures in Section 6.1, other than amounts owed to pursuant to Article XVI, and for which no payment date is provided herein, and the invoiced Party shall pay the other Party within thirty (30) days after the date of receipt of such invoice. Any such payments shall be made by wire transfer to an account designated in writing by the invoicing party from time to time.

**ARTICLE VII
MARKETING FUND/PROGRAM PROMOTION**

7.1 Marketing Fund.

(a) Each of Retailer and Bank shall contribute the greater of (x) [*] or (y) [*] of the projected annual Program Revenue for certain Cardholder [*] each Program Year ("Marketing Fund").

(b) In order to promote the Program, Retailer and Bank will administer the Marketing Fund, as mutually agreed by Retailer and Bank, pursuant to this Section 7.1; provided, however, that such expenditures shall not be [*] by either Retailer or Bank but shall be [*] as mutually agreed costs [*]. Prior to the beginning of each Program Year, Retailer and Bank shall meet to plan Marketing Fund expenditures and set forth such expenditures in a written collaborative plan prepared by Retailer and Bank no later than January 15th of each Program Year (each such plan, a "Marketing Plan"). Retailer and Bank shall [*] use the Marketing Fund in accordance with the Marketing Plan from the Program Year in which they are committed. In the event that Retailer and Bank do not agree on the use of the Marketing Fund in any given Program Year during the Term, any [*] of the Marketing Fund shall [*] in [*] Program Years in promoting the Program as set forth in this Section 7.1; provided, however, that upon the termination of this Agreement the cumulative amount of [*] Marketing Fund shall be [*]. On a monthly basis, the Retailer Program Representative and the Bank Program Representative shall

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adjust the forecast regarding use of the Marketing Fund and amend the Marketing Plan to reflect any changes mutually agreed by Retailer and Bank.

(c) In the event that any portion of Retailer's contribution to the Marketing Fund is used to create a [*] of any Card Products, Retailer shall reduce its annual Marketing Fund commitment by such amount and Bank shall [*] Retailer's [*] by the same amount.

(d) Retailer and Bank agree that any shortfall in Marketing Fund funding for certain Cardholder [*] shall be addressed in a mutually agreed upon manner.

(e) As an initial use of the Marketing Fund, during [*], up to [*] shall be used for the purpose of implementing [*]; provided, however, Retailer and Bank agree that Bank shall be responsible for funding any additional amounts required for the implementation of the [*] in excess of [*] during [*].

(f) Subject to Section 7.1(b) and Section 15.4(e)(ii), the obligations of Retailer and Bank with respect to funding the Marketing Fund shall cease as of the Agreement Termination Date.

7.2 Promotion of Program.

(a) Retailer agrees to promote the Program, including providing training to appropriate employees regarding compliance with the Operating Procedures and the operation of Retailer's electronic communication system with Bank.

(b) Retailer, at its expense, shall display the Temporary Walmart MoneyCards in Participating Stores in a [*] manner to promote the Program. Such expenses include, for example, costs associated with [*] by products in stores. Unless the Parties otherwise agree in writing, in no event shall [*], [*] or [*] be displayed or sold: (i) [*]; or (ii) [*]. Retailer will use good faith efforts to provide materials to customers that are correct and that are the most recent materials provided by Bank. No Walmart MoneyCard Documentation shall be publicly distributed or disseminated without the prior written consent of Bank. Retailer may not, without Bank's prior written consent, use Bank's name or logo type (or the name or logo type of any Affiliate of Bank) in any advertisement, press release or promotional materials. Bank's prior written approval of any terms for any promotion is not intended to be and will not be construed to be an approval of any materials used in advertising or solicitation participation in such promotions other than with respect to such approved terms.

(c) Bank agrees to develop [*] for the [*] to be included in certain decline letters issued under the Consumer Credit Card Program as the Parties may mutually agree upon. The cost of producing such inserts shall be paid [*].

(d) Retailer will comply with the security procedures with respect to storage, display and activation of Temporary Walmart MoneyCards as set forth in Schedule 7.2(d).

(e) The Parties agree that to the extent any [*] contributes funds to the Card Program, all such funds shall belong to [*] and [*] shall have the right to use such funds for any purpose [*]; provided, however, that any [*] or any other funds that either [*] or [*] may receive

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from any [*] which are not specific to the Card Program shall not be covered by this Section 7.2(e).

ARTICLE VIII PROGRAM INFORMATION

8.1 Privacy Matters.

(a) Subject to Section 8.2(j), but notwithstanding any other provision of this Agreement, the Parties shall only use, maintain and disclose personally identifiable information collected in connection with the Program about Cardholders, in their capacity as such, or Applicants for Walmart MoneyCards ("Nonpublic Personal Information") in compliance with the Act, the Regulations, other Applicable Law or Network Operating Regulations, and in accordance with the Privacy Policy governing the Program, attached as part of Schedule 1.5(d) (the "Privacy Policy"). The term "Nonpublic Personal Information" shall include nonpublic personal information as such term is defined in Title V, Subtitle A of the Gramm-Leach-Bliley Act, 15 U.S.C. 6801 et seq. (as it may be amended from time to time, the "Act") and the regulations issued by Bank's regulator pursuant to the Act (as the same may be amended from time to time, the "Regulations"). Notwithstanding any other provision of this Agreement, the Parties shall not use, maintain or disclose Nonpublic Personal Information in any manner which is not in accord with the Act, Regulations, other Applicable Law (including applicable state laws), Network Operating Regulations and the Privacy Policy. Bank agrees that it will not change the Privacy Policy to be more restrictive as to information Bank shares with Retailer, or Retailer's use of such information shared, except to the extent Bank reasonably believes such change is required by Applicable Law or Network Operating Regulations. Each Party will each ensure that persons to whom it transfers Nonpublic Personal Information will use, maintain or disclose such information only in accordance with the Act, the Regulations, other Applicable Law, Network Operating Regulations and the Privacy Policy (it being understood that information transferred by Bank at Retailer's request on Retailer's behalf will be considered transferred by Retailer and not by Bank). Retailer and Bank will work together to revise the Privacy Policy and other documents as necessary to support the opt-in system described in Section 8.1(c) below on the date that the system becomes operational.

(i) Retailer will be responsible for compliance with the provisions of this Article VIII with respect to any third party to whom Nonpublic Personal Information is transferred or made available by or solely on behalf of or for the benefit of Retailer, including such information transferred or made available to a third party by Bank solely on Retailer's behalf, but excluding such information transferred or made available to Green Dot by Retailer acting as Bank's agent.

(ii) Bank will be responsible for compliance with the provisions of Article VIII of this Agreement with respect to any third party to whom Nonpublic Personal Information is transferred, other than Retailer, or made available by or solely on behalf of or for the benefit of Bank, except where Bank is doing so solely on behalf of Retailer.

(iii) In any situation where information is transferred to a third party on behalf of or for the benefit of both Retailer and Bank, the Retailer and Bank shall agree in advance prior to the transfer which of them will be responsible for the third party's compliance with Article VIII of this Agreement.

(iv) Green Dot shall not use, copy, sell, transfer, publish, disclose, display, or otherwise make available Nonpublic Personal Information except as expressly permitted in writing by Bank and Retailer.

(b) Each of Bank, Green Dot and Retailer represents and warrants that it is not currently using or disclosing, and will not in the future use or disclose, Nonpublic Personal Information in a manner, or for a purpose, not permitted under the Act, the Regulations, other Applicable Law, Network Operating Regulations or the Privacy Policy.

(c) If Retailer wishes to receive, use or disclose Nonpublic Personal Information in a manner or in connection with a program not clearly permitted under the then-current version of the Privacy Policy, then Retailer shall first notify the Bank's Vice President for Privacy (or other senior privacy officer as may be designated by Bank from time to time), with a copy to Bank's legal counsel. Retailer shall not receive the Nonpublic Personal Information, or implement any such new or intended use or disclosure of Nonpublic Personal Information until the Privacy Policy has been revised and implemented as required by Applicable Law or Network Operating Regulations, or Bank has informed Retailer, in writing, that revisions to the Privacy Policy are not required. For the avoidance of doubt, Bank shall not in any event be obligated to make revisions to its Privacy Policy, or to send any such revised Privacy Policy; provided that if Bank determines to do so, [*] shall pay [*] associated with any such revised Privacy Policy. Notwithstanding anything to the contrary in this Agreement, Bank shall cooperate with Retailer to develop a system to allow each Applicant at the time of enrollment to opt-in to authorize disclosure of Nonpublic Personal Information to Retailer and its service providers for such purposes as Retailer may request. Bank shall provide an estimate of the cost to develop the opt-in system no later than six (6) months after the Effective Date and shall begin to develop the opt-in system no later than thirty (30) days after the Parties mutually agree on the cost estimate. Bank shall complete development of the opt-in system no later than one (1) year after the date Bank begins to develop the opt-in system. [*] shall pay for all reasonable costs incurred by Bank in the development and operation of the opt-in system.

(d) The Parties shall each implement appropriate administrative, technical, and physical safeguards to: (i) protect the security, confidentiality, and integrity of all Nonpublic Personal Information, including Cardholder names, addresses, and Card numbers, in all cases in accordance with the Act, the Regulations, Network Operating Regulations and other Applicable Law; (ii) ensure against any anticipated threats or hazards to the security or integrity of Nonpublic Personal Information; (iii) protect against unauthorized access to or use of Nonpublic Personal Information or associated records which could result in substantial harm or inconvenience to any Cardholder or Applicant; and (iv) ensure the proper disposal of Nonpublic Personal Information. Each Party shall inform the other Parties as soon as possible of any security breach involving, or unauthorized access to, Nonpublic Personal Information in the possession or control of such Party, including Nonpublic Personal Information in the possession or control of such Party's service providers. Such notification, if to the Bank, shall be made to

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Bank's Vice President for Privacy (or other senior privacy officer as may be designated by Bank from time to time) with a copy to Bank's legal counsel, and if to Retailer to Retailer's Director of Information Security, and if to Green Dot to its Chief Information Security Officer, with a copy to its General Counsel. The Party suffering the security breach shall pay all costs associated with providing any notice to Cardholders or Applicants or others related to such breach or unauthorized access, regardless of whether such notice is required by the Act, the Regulations, Network Operating Regulations or other Applicable Law.

(e) Retailer will also ensure that any third party to whom Nonpublic Personal Information is transferred or made available by or on behalf of Retailer signs a written contract with Retailer (and in the case of any information transferred by Bank on Retailer's behalf, also with Bank) in which such third party agrees: (i) to restrict its use of Nonpublic Personal Information to the use specified in the agreement between the Retailer and the third party (which use must be in conjunction with Retailer's permitted uses of the information); (ii) to comply with Applicable Law, Network Operating Regulations and the Privacy Policy; and (iii) to implement and maintain appropriate administrative, technical and physical safeguards to protect the security, confidentiality and integrity of all Nonpublic Personal Information as provided with respect to Retailer and Bank in Section 8.1(d) above. Furthermore, such third party must agree in writing to notify Retailer as soon as possible of any security breach involving, or unauthorized access to, Nonpublic Personal Information. Additionally, Retailer will only transfer or make available to such third party such Nonpublic Personal Information as is reasonably necessary for the third party to carry out its contemplated task.

(f) It is the intention of Retailer and Bank that they be able to use and share information as broadly as possible as permitted by Applicable Law or Network Operating Regulations to foster their relationships with customers, Cardholders and Applicants, while respecting and honoring their privacy rights. Accordingly, notwithstanding the other provisions of this Agreement, neither Bank nor Retailer (nor any of their respective Affiliates) shall, and none of them shall be obligated to, take any action that any of them (or their respective Affiliates) believes in good faith would violate, or is reasonably likely to cause any of them to violate, Applicable Law, Network Operating Regulations or the Privacy Policy. Neither Bank nor Retailer (nor any of their respective Affiliates) shall, and none of them shall be obligated to, take any action that causes Bank or Retailer (or any of their respective Affiliates) to become a "consumer reporting agency" as such term is defined in the federal Fair Credit Reporting Act or any similar entity under similar state law.

(g) Each Party will indemnify, defend and hold harmless the other Parties from and against any suits, actions, judgments, settlements, costs, expenses (including reasonable attorneys' fees) arising out of any breach by it of the provisions of this Article, or the activities, acts or omissions of any third party to whom Nonpublic Personal Information is transferred or made available as described in Section 8.1(a)(i), (ii) and (iii).

8.2 Ownership and Use of Cardholder Information and Retailer Customer Information.

(a) The Parties recognize that Cardholders are customers of both Retailer and Bank, and thus, each such Party has certain ownership and use rights in the information relating

to Cardholders. The Parties further recognize that Cardholders are not customers of Green Dot with respect to the Card Program.

(b) Bank and Retailer may each collect, and shall each own transaction information and related transaction documentation pertaining to Walmart MoneyCard transactions occurring at Stores (such information, the “Bank Transaction Information” and “Retailer Transaction Information”, respectively). Except as set forth in this Section 8.2, Bank will be the sole and exclusive owner of all other transaction information involving Walmart MoneyCards, including transaction information and documentation pertaining to transactions occurring at locations other than Stores (“Cardholder Information”). Bank will provide aggregate information to Retailer upon request summarizing, on an aggregate level, transaction information occurring at locations other than Stores. Retailer and Bank jointly own, to the extent permitted by Applicable Law and Network Operating Regulations, the identification information (including names and addresses) about Cardholders (“Identification Information”). The Cardholder Information, the Identification Information and information derived therefrom, are collectively referred to as “Program Information.”

(c) (i) Neither Bank nor its Affiliates, nor Retailer or its Affiliates, shall sell Program Information except in connection with a sale or wind down of Walmart MoneyCards and their related relationships with Cardholders (if any) as provided in Article XV; (ii) neither Bank nor its Affiliates shall disclose or use Program Information except in connection with its administration and operation of the Program, its exercise of its rights under this Agreement, or otherwise as expressly provided in Sections 8.2(c) and 8.2(d); (iii) neither Bank nor its Affiliates may use or disclose Program Information to market products and services of Bank, its Affiliates, or of third parties, without Retailer’s prior written consent; (iv) without obligating the Parties to engage in any cross-marketing efforts, Retailer and Green Dot agree to meet and use commercially reasonable efforts to develop a mutually agreeable plan for the cross-marketing of complimentary products and services to Cardholders; (v) notwithstanding anything to the contrary in this Section 8.2(c), Bank shall be entitled to: (1) disclose or use Program Information for internal business modeling and any other non-marketing purposes; (2) disclose or use Program Information in connection with the wind down or sale of the Walmart MoneyCards and their related relationships with Cardholders (if any) as provided in Article XV; and (3) disclose Program Information to consumer reporting agencies in accordance with the federal Fair Credit Reporting Act; (vi) Retailer and its Affiliates, or Retailer and its Affiliates through their respective authorized agents and independent contractors (including third party service providers), may disclose or use jointly owned Identification Information: (1) to market the products and services of Retailer or any of its Affiliates; (2) to market products and services (including check cashing, money transmission services and other banking products and services) that are offered on behalf of Retailer or any of its Affiliates by a third party service provider under contract with Retailer or its Affiliate, as applicable; (3) in connection with the purchase of Walmart MoneyCards (if any) as provided in Section 15.4; and (4) in connection with Retailer’s administration and operation of the Program and the exercise of Retailer’s rights under this Agreement; provided, however, that neither Retailer nor its Affiliates, nor their respective authorized agents, nor their independent contractors may disclose or use Identification Information to offer stored value cards or debit cards, except pursuant to a solicitation or offer: (x) which does not target Cardholders; and (y) is not developed using Program Information (including whether the individual is a Cardholder or not) other than Identification Information;

(vii) Retailer may use Identification Information it jointly owns for internal business modeling and other non-marketing purposes; and (viii) except as expressly permitted by this Section 8.2(c), neither Retailer nor its Affiliates shall, without Bank's prior written consent disclose to any third party any Program Information.

(d) In addition to providing Retailer the Retailer Customer Information pursuant to its obligations under Section 1.3, Bank will provide to Retailer, from time to time upon Retailer's request: (i) to the extent permitted by Applicable Law and Network Operating Regulations, names and addresses (including, to the extent Bank has available, e-mail addresses) of Cardholders in connection with the Program; and (ii) aggregate information and reports about Bank's general transaction and experience information about Cardholders in connection with the Program or in connection with Program Purchases at Participating Stores. Bank also will provide to Retailer from time to time, such information and reports concerning the Walmart MoneyCards (whether related to Cardholder transactions and experiences at Non-Store Locations or otherwise) subject to any applicable Cardholder opt-out choices, any restrictions set forth under the terms of the Privacy Policy, and Network Provider's policies and any restrictions contained in Applicable Law (such as state exclusions) and Network Operating Regulations. Bank shall provide such financial information regarding any calculation required to be made under this Agreement as Retailer may reasonably request; provided that such information does not identify any individual Cardholder(s).

(e) Notwithstanding any provision in this Article VIII, Retailer and Bank will not disclose or use any Program Information in any way that would breach or otherwise be inconsistent with Retailer's and Bank's applicable privacy disclosures or that would conflict with or violate any Applicable Law or Network Operating Regulations.

(f) Retailer and Bank shall consult with one another as privacy questions and concerns relating to the Program arise.

(g) Notwithstanding anything to the contrary in this Section 8.2, neither Bank nor Retailer shall have any obligation to provide the other with any information or data purchased by such party from a third party to help analyze consumer characteristics; provided, however, that nothing in this Section 8.2(g) shall permit either Bank or Retailer to otherwise not comply with its obligations under this Section 8.2, and the purchasing party is the sole and exclusive owner of any such information.

(h) Notwithstanding anything to the contrary in this Agreement, and for avoidance of doubt, Bank shall have no obligation to disclose, and Retailer shall have no ownership interest in, any information contained in the Cardholder Information or any information contained in the Program Information which information Bank reasonably believes in good faith falls within the definition of a "consumer report" as set forth in the Fair Credit Reporting Act.

(i) Upon written request or upon the Final Wind-Down Date, Retailer shall destroy or return to Bank all Nonpublic Personal Information not owned by Retailer but in its possession or control.

(j) Notwithstanding anything to the contrary in this Agreement, and for avoidance of doubt, Retailer Customer Information is not deemed to be Nonpublic Personal Information, Cardholder Information, Identification Information or Program Information. Retailer owns all Retailer Customer Information, and may use and disclose Retailer Customer Information at its sole discretion, subject only to Applicable Law and Network Operating Regulations. Neither Retailer nor Retailer's agents or independent contractors may use Retailer Customer Information in a way that will have the effect of nullifying Retailer's obligations under the proviso following Section 8.2(c)(vi). Retailer shall be the sole and exclusive owner of the Retailer Customer Number, and Bank may not use or disclose it to third parties except in connection with the administration and operation of the Program. Both Bank and Retailer acknowledge that as of the Effective Date, it is their respective current belief that Applicable Law and Network Operating Regulations permit Retailer to own the Retailer Customer Information, and also permit Bank, as Retailer's agent, to collect, retain and disclose the Retailer Customer Information to Retailer and Retailer's designees.

(k) All information about a Retailer Customer provided by Retailer to Bank for purposes of marketing the Card Program is referred to in this Agreement as "Retailer Marketing Information." Bank and Retailer agree that for purposes of the California "Shine the Light" law (Cal. Civ. Code § 1798.83, as in effect from time to time) and other applicable privacy law, Retailer and Bank shall be deemed to be jointly sponsoring the Card Program to Retailer's customers. Commencing with shipment of packaging reflecting the new pricing in Exhibit A to Schedule 1.5(d)(iv) hereto, Bank shall add a statement, approved in advance by Retailer, to terms and conditions accompanying such new Temporary Walmart MoneyCard packaging and other terms and conditions, that Retailer discloses Retailer Marketing Information to Bank, and Bank receives Retailer Marketing Information from Retailer, in connection with promoting the Walmart MoneyCard. Notwithstanding any provision of this Agreement to the contrary, Bank shall keep all Retailer Marketing Information confidential, and Bank may not use or disclose Retailer Marketing Information for any purpose other than soliciting Retailer's customers for a Walmart MoneyCard. Bank will also ensure that any third party to whom Retailer Marketing Information is transferred or made available by or on behalf of Bank, as permitted by this Section 8.2(k), enters into a written agreement with Bank in which such third party agrees: (i) to restrict its use of Retailer Marketing Information to the use specified in this Section 8.2(k); (ii) to comply with all Applicable Law, Network Operating Regulations and Retailer's privacy policy; and (iii) to implement and maintain appropriate administrative, technical and physical safeguard to protect the security, confidentiality and integrity of all Retailer Marketing Information. Upon the effective date of termination of this Agreement or the date Retailer or its designee completes the purchase of Walmart MoneyCards pursuant to Section 15.4, if applicable, Bank and any third party who receives Retailer Marketing Information on behalf of Bank shall destroy all Retailer Marketing Information or return it to Retailer. Without limiting the generality of the foregoing sentence, Bank, with notice to Retailer, shall either return or dispose of Retailer Marketing Information promptly upon the request of Retailer. Any disposal must ensure that Retailer Marketing Information is rendered permanently unreadable and unrecoverable by reasonable means. Upon reasonable notice and if requested by Retailer, Bank shall provide Retailer a certification by a member of Bank's information security department of compliance with this Section 8.2.

8.3 License of Nonpublic Personal Information.

Green Dot shall have no right, title or interest in or to any Nonpublic Personal Information of any Cardholder including, without limitation, Nonpublic Personal Information collected by Green Dot in connection with POS Loads. Bank hereby grants to Green Dot a limited, non-exclusive, non-assignable license within the United States to use Nonpublic Personal Information collected by Green Dot in connection with POS Loads solely for the purpose of: (i) operating the Load Program pursuant to this Agreement, including compliance with Applicable Law; and (ii) conducting internal statistical analysis on a non-personally identifiable basis. In no event may Green Dot disclose publicly or to any third party any Program Information, except as may be required by Applicable Law.

8.4 Data Security.

(a) For purposes of this Section 8.4, the Parties agree that Green Dot shall be deemed a service provider of Bank and Bank agrees to take all necessary steps to ensure Green Dot's compliance with the standards set forth in this Section 8.4 that apply to Bank.

(b) Bank specifically agrees to: (i) use up-to-date antivirus tools to remove known malicious functionalities from any data transmitted to Retailer; (ii) use up-to-date antivirus tools to prevent the transmission of attacks on Retailer via the network connections between Retailer and the Bank; and (iii) prevent unauthorized access to Retailer's systems via Bank's networks and access codes.

(c) Retailer specifically agrees to: (i) use up-to-date antivirus tools to remove known malicious functionalities from any data transmitted to Bank; (ii) use up-to-date antivirus tools to prevent the transmission of attacks on Bank via the network connections between Bank and Retailer; and (iii) prevent unauthorized access to Bank's systems via Retailer's networks and access codes.

(d) Bank accepts full responsibility for adequately securing any Program Consumer Information in its possession, and will hold Retailer harmless from any breach of such data from Bank's systems or any system of any service provider of Bank. Bank warrants that it is in compliance with the Payment Card Industry Data Security Standards ("PCI Standards") with respect to Program Consumer Information. Further, Bank covenants that it shall comply with PCI Standards, including any amendments thereto, during the Term.

(e) Retailer accepts full responsibility for adequately securing any Program Consumer Information in its possession, and will hold Bank harmless from any breach of such data from Retailer's systems.

(f) In addition to the foregoing and any other provisions of this Agreement, Bank and Retailer mutually agree, that immediately upon discovery or notification of any actual security breach or reasonably suspected breach (i.e., unauthorized or improper access or use of customer data, inclusive of lost or misplaced data) involving any information about Bank customers (where such information is held by the Retailer or its agents, subcontractors or service providers) or about Retailer's customers (where such information is held by the Bank or its agents, subcontractors or service providers), the breached Party shall notify the non-Breached

Party of such breach. The breached Party shall also provide the non-breached Party with a detailed description of the incident, the type of customer information that was the subject of the security breach, inclusive of each specific data element, the identity of the affected customers, and any other information the non-breached Party may request concerning the customers or the details of the breach, as soon as such information can be collected or otherwise becomes available. In close coordination with the non-breached Party, the breached Party agrees to take action immediately, at its own expense, to investigate the incident and to identify, prevent and mitigate the effects of any such security breach, and to carry out any recovery necessary to remedy the impact, subject to any delay occasioned by law enforcement requests. While coordinating closely with the non-breached Party, it remains the responsibility of the breached Party to provide an appropriate notice to the customers affected if the circumstances of the unauthorized access lead the non-breached Party to determine that such notice is required for business or reputational reasons or by Applicable Law. The non-breached Party, in its sole discretion, may opt to give the actual notice to the customer, in which event the costs of issuing such notice will be borne by the breached Party. In the event notice is delayed due to law enforcement requests, then the breached Party shall notify appropriate customers if and when the law enforcement entity advises that notification will no longer interfere with such investigation. While Bank and Retailer will coordinate as to the content of the customer notice, it should comply in all material respects with the Interagency Guidance on Response Programs for Unauthorized Access to Customer Information and Customer Notice (as published in Federal Register March 29, 2005) and any other Applicable Law.

(g) Bank shall treat Program Consumer Information with at least the level of security that Bank applies to its own confidential information. No electronic transmissions of Program Consumer Information may occur other than through a secure line or in encrypted form. Except for backup of Program Consumer Information that Bank moves to a secondary disaster recovery site and/or an offsite storage facility, and the sharing of information with merchants in support of payment research, any physical removal of Program Consumer Information, irrespective of whether in electronic or hard-copy form, should be processed according to appropriate administrative, technical and physical security measures.

(h) Retailer shall treat Program Consumer Information with at least the level of security that Retailer applies to its own confidential information. No electronic transmissions of Program Consumer Information may occur other than through a secure line or in encrypted form. Except for backup of Program Consumer Information that Retailer moves to a secondary disaster recovery site and/or an offsite storage facility, and the sharing of information with merchants in support of payment research, any physical removal of Program Consumer Information, irrespective of whether in electronic or hard-copy form, should be processed according to appropriate administrative, technical and physical security measures.

(i) Bank will provide Retailer's legal department and Retailer's information systems security group copies of its own data privacy and security policies as they relate to the Program or Program Consumer Information at the request of Retailer's legal department.

(j) Retailer will provide Bank's legal department and Bank's information systems security group copies of its own data privacy and security policies as they relate to the Program or Program Consumer Information at the request of Bank's legal department.

(k) Without limiting Retailer's rights under Section 12.6(c) and Section 12.6(d), Retailer, once per Program Year for Bank and for each third party service provider, and otherwise upon reasonable cause, may review the policies and procedures used by Bank and/or Bank's third party service providers that have access to Program Consumer Information (including, without limitation, Green Dot) to protect such information. If such review occurs on the premises of Bank, Green Dot, or any other service provider, such review shall occur during normal business hours with reasonable advance notice based on the scope of the proposed review, in such a manner as to minimize interference with the examined Party's normal business operations. Bank and/or Green Dot, as applicable, shall use commercially reasonable efforts to facilitate Retailer's exercise of such right (including obtaining any consents that may be necessary or desirable to avoid a breach of any contractual obligations); provided, however, that in the event such consents may not be secured from any third party service provider, Bank shall represent and warrant to Retailer that such third party service provider maintains any Program Consumer Information that it has access to at least as securely as Bank itself. The cost and expense of all such reviews shall be expenses of [*]. After any such review, Retailer shall provide to Bank a report regarding any findings. Retailer and Bank shall coordinate with Retailer's ISD Group for the purpose of developing an appropriate and reasonable remediation plan for any such findings (which plan shall take into consideration any compensating controls), including a reasonable timeline for implementation by Bank or Bank's service provider, as applicable. The remediation plan shall be subject to Retailer's approval, which shall not be unreasonably withheld or delayed.

(l) Without limiting Bank's rights under Section 12.6(c) and Section 12.6(d), Bank, once per Program Year for Retailer and for each third party service provider, and otherwise upon reasonable cause, may review the policies and procedures used by Retailer and/or Retailer's third party service providers that have access to Program Consumer Information to protect such information. If such review occurs on the premises of Retailer or any of Retailer's third party service providers, such review shall occur during normal business hours with reasonable advance notice, in such a manner as to minimize interference with the examined Party's normal business operations. Retailer shall use commercially reasonable efforts to facilitate Bank's exercise of such right (including obtaining any consents that may be necessary or desirable to avoid a breach of any contractual obligations); provided, however, that in the event such consents may not be secured from any third party service provider, Retailer shall represent and warrant to Bank that such third party service provider maintains any Program Consumer Information that it has access to at least as securely as Retailer itself. The cost and expense of all such reviews shall be expenses of [*]. After any such review, Bank shall provide to Retailer a report regarding any findings. Retailer shall coordinate with Bank for the purpose of developing an appropriate remediation plan for any such findings (which plan shall take into consideration any compensating controls), including a reasonable timeline for implementation by Retailer or Retailer's service provider, as applicable. The remediation plan shall be subject to Bank's approval, which shall not be unreasonably withheld or delayed.

(i) Bank shall maintain training programs to ensure that its employees, and any others acting on its behalf, are aware of and adhere to Bank's information security program applicable to Program Consumer Information. Retailer shall maintain training programs to ensure that its employees, and any others acting on its behalf, are aware of

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and adhere to Retailer's information security program applicable to Program Consumer Information.

(ii) Bank shall ensure that any third party (including Green Dot) authorized to perform any Bank services under this Agreement shall maintain an information security program applicable to Program Consumer Information that provides an equivalent or better level of security than the information security program that Bank maintains for such information. Retailer shall ensure that any third party authorized to perform any Retailer services under this Agreement shall maintain an information security program applicable to Program Consumer Information that provides an equivalent or better level of security than the information security program that Retailer maintains for such information.

(iii) Green Dot shall maintain training programs to ensure that its employees and any others acting on its behalf are aware of and adhere to Bank's information security program applicable to Program Consumer Information.

(m) Each of Bank and Retailer agree that any physical removal of Program Consumer Information from the facilities of Retailer or the facilities of Bank or its authorized third party service provider(s), irrespective of whether in electronic or hard-copy form, shall be conducted only according to industry best practices, which at a minimum include full encryption of any and all mobile media. Without limiting the generality of the foregoing, each of Bank and Retailer agree that no unencrypted Program Consumer Information shall be stored, transported or kept on a laptop or any other mobile device, including USB or "thumb drives", and all electronic data transfers must be via secure FTP and/or in approved encrypted form.

ARTICLE IX CARDHOLDER SERVICES

9.1 Cardholder Website.

Bank shall provide a website to enable Cardholders to activate Walmart MoneyCards, to pay bills online, to view balances of Walmart MoneyCards, purchase history and any additional information agreed to by the Parties, and to provide such other services or functionalities as the Parties may agree upon from time to time. Subject to Retailer's review and approval from time to time at Retailer's reasonable request, Bank shall have sole responsibility for developing and maintaining the security for such website, operated under the domain name www.walmartmoneycard.com (the "Walmart MoneyCard Website"). All aspects of the Walmart MoneyCard Website shall comply with the Wal-Mart.com style guide provided to Bank from time to time. The registration of the domain name www.walmartmoneycard.com belongs to Retailer. Without limiting the generality of the foregoing, Bank agrees that the Walmart MoneyCard Website will comply with the PCI Standards, as provided in Section 8.4, and that Bank is responsible for any payment card data in its possession or control.

9.2 Dedicated Personnel.

Commencing on the Effective Date and continuing throughout the Term, Green Dot shall maintain at least [*] dedicated to manage the overall profitability, performance and reporting for the Load Program.

9.3 Service Levels and Super Service Levels.

(a) Bank shall provide Cardholders IVR and live customer service calls with respect to the Card Program during the hours of operation and at the service level targets set forth in Schedule 9.3(a) (the “Service Levels”). For the avoidance of doubt, Retailer’s [*] remedies with respect to a failure by Bank to meet such Service Levels are described in Section 15.3(f).

(b) Bank shall provide Retailer with the additional service levels set forth as such in Schedule 9.3(b) attached hereto (each such additional service level, a “Super Service Level”). For the avoidance of doubt, Retailer’s sole remedies with respect to a failure by Bank to meet such Super Service Levels are described in Sections 9.3(c) and 9.3(d).

(c) Bank shall pay a penalty for the failure to meet the default level with respect to any Super Service Level (unless the failure is due to an act or a failure to act by Retailer). Such penalty shall be [*] for the first failure in any rolling [*] calendar months to meet the applicable default level, [*] for the second failure in any rolling [*] calendar months to meet the applicable default level and [*] for the third failure and each subsequent failure in any rolling [*] calendar months to meet the applicable default level (each such penalty, an “SLA Penalty”). Due to the interdependency of the Super Service Levels, only one SLA Penalty shall be payable with respect to performance in any calendar month, whether Bank fails to meet one or both of the Super Service Levels in that month. In addition, failure to meet both Super Service Levels in a month shall only count as a single failure for purposes of calculating the penalty for any subsequent failure.

(d) [*] shall have the right to [*] this Agreement upon at least [*] notice to the other Parties [*] period during the Term (each a “[*]”); provided, however, that [*] must exercise its right to [*] under this Section 9.3(d) with respect to any [*] by providing the other Parties its [*] notice of termination no later than [*] following the date on which [*] first has the right to terminate this Agreement for such [*] under this Section 9.3(d).

(e) Within fifteen (15) Business Days after the end of each calendar month, Bank shall provide written reports to Retailer regarding the service levels achieved with respect to each of the service levels set forth in Schedules 9.3(a) and 9.3(b) for such month.

**ARTICLE X
ADMINISTRATION OF THE PROGRAM; DISPUTE RESOLUTION**

10.1 Program Management.

(a) Program Management Committee. The Parties hereby establish the Program Management Committee (“Program Management Committee”). The Program

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Management Committee shall consist of nine (9) members, with an equal number of members appointed by each of Retailer, Bank and Green Dot. The members shall be the following persons, or their designees, unless otherwise mutually agreed by the Parties:

(i) For Retailer: a project management representative, a finance representative and a marketing representative.

(ii) For Bank: a project management representative, a finance representative and a marketing representative.

(iii) For Green Dot: a project management representative, a finance representative and a marketing representative.

(b) The Program Management Committee may appoint one or more subcommittees to advise it regarding specific matters, including product development. Subcommittee members need not be members of the Program Management Committee.

(c) Each of Retailer, Bank and Green Dot shall appoint an individual to serve as its program representative (each such representative, respectively the "Retailer Program Representative," the "Bank Program Representative" and the "Green Dot Representative," and collectively the "Program Representatives") to handle day-to-day issues for the Program.

10.2 Program Management Committee Appointees.

Each Party shall have the right to remove or replace its appointees on the Program Management Committee for any reason at any time and to fill any vacancy with respect to any of its appointees, whether due to cessation of employment or other reason, with the appointing Party; provided, however, that the members of the Program Management Committee shall be as specified in Sections 10.1(a)(i), 10.1(a)(ii) and 10.1(a)(iii), respectively, unless mutually agreed to by the Parties.

10.3 Meetings and Governance.

(a) The Program Management Committee shall hold regular meetings, no less frequently than quarterly. All meetings of the Program Management Committee shall require a quorum consisting of not less than two (2) members from Retailer, two (2) members from Bank and two (2) members from Green Dot. Prior to each meeting, each Party shall provide prior notice to the other Party of the members who will be attending the meeting.

(b) Special meetings of the Program Management Committee may be held when scheduled by a prior act of the Program Management Committee or when called by a Party by delivery of at least five (5) Business Days' prior written notice to the other Parties. Any such notice must specify the purpose of the special meeting. If fewer than all members are present in person, by telephone or by proxy, the business transacted at such special meetings shall be limited to that stated in the notice.

(c) All decisions of the Program Management Committee must be unanimous decisions, with each Party having one vote.

(d) All decisions of the Program Management Committee may meet in-person or telephonically (provided that at least one (1) meeting per Program Year shall be conducted in person) and shall, for in-person meetings, alternate locations between a location designated by Retailer, a location designated by Bank and a location designated by Green Dot.

10.4 Program Management Committee Responsibilities.

(a) The responsibilities of the Program Management Committee shall be agreed upon by the Parties in writing from time to time, and shall at a minimum include the following:

(i) establishing overall strategy and monitoring growth of the Card Program;

(ii) resolving any disputes arising out of, relating to, or in connection with this Agreement or the agreements and transactions contemplated hereby, including, the interpretation, validity, termination or breach hereof (a "Dispute"); and

(iii) reviewing all other matters which the Parties agree should be reviewed by the Program Management Committee. The Program Management Committee shall use commercially reasonable efforts, and will cooperate in good faith, to promptly resolve all matters brought before it.

10.5 Dispute Resolution.

(a) Any Dispute that cannot be resolved by the Program Management Committee shall be resolved in accordance with the procedures set forth in this Section 10.5. Each Party covenants to the other Parties that it shall not resort to judicial remedies with respect to a Dispute except as allowed pursuant to the provisions of this Section 10.5.

(b) If the Program Management Committee is unable to resolve any Dispute, whether relating to issues of the Program Management Committee itself or any matter referred to it, within fifteen (15) days of the date such Dispute first arose in or was referred to the Program Management Committee, such Dispute shall immediately be referred to the President of Financial Services of Retailer, the Chief Executive Officer of Retail Consumer Finance division of General Electric Capital Corporation, and the Chief Executive Officer of Green Dot, or their respective designees, for their review and resolution.

(c) If such officers are unable to reach an agreement within forty-five (45) days of such referral, the Parties are free to pursue their respective remedies or exercise their respective rights in their sole discretion.

(d) Notwithstanding the Dispute resolution provision of this Section 10.5, either Party may seek equitable relief at any time before or during any Dispute resolution proceedings in any court of competent jurisdiction to protect its interests or to preserve the status quo pending completion of any Dispute resolution process or to otherwise protect its rights or interests as permitted at law and in equity. By seeking or obtaining such remedy, the Party seeking injunctive relief hereunder will not waive any of the provisions of this Section 10.5.

(e) Termination. Nothing in this Section 10.5 shall limit a Party's right to give notice of termination or otherwise pursue its right to terminate this Agreement or pursue any other rights set forth in this Agreement.

**ARTICLE XI
REPRESENTATIONS AND WARRANTIES**

11.1 Representations and Warranties.

In order to induce the other Party to enter into this Agreement and participate in the Program, each of Bank and Retailer, as applicable, makes the following representations and warranties to the other as of the Effective Date and at all times thereafter, with the exception of Section 4.7(f) which shall be made only as of the Effective Date.

(a) Corporate Existence. Retailer or Bank, as the case may be, represents and warrants that it: (i)(x) with respect to Retailer, is a corporation or limited partnership, as the case may be, duly organized, validly existing, and in good standing under the laws of, in the case of Wal-Mart Stores, Inc., the state of Delaware; in the case of Wal-Mart Stores Texas L.P., in the state of Texas; in the case of Wal-Mart Louisiana, LLC, in the state of Delaware; in the case of Wal-Mart Stores Arkansas, LLC, the state of Arkansas; and in the case of Wal-Mart Stores East, L.P., the state of Delaware, and (y) with respect to Bank, is a federal savings bank duly organized, validly existing, and in good standing; (ii) is duly qualified and in good standing under the laws of each jurisdiction where its ownership or lease of property or the conduct of its businesses require such qualification, except to the extent the failure to be so qualified or in good standing would not have a material adverse effect on its ability to conduct the Program; (iii) has the requisite corporate power and authority and the legal right to own and operate its properties, to lease the properties it operates under lease, and to conduct its businesses as now conducted and hereafter contemplated to be conducted; (iv) has all necessary licenses, permits, consents, or approvals from or by, has made all necessary notices to all Governmental Authorities having jurisdiction in the states where Participating Stores are located, to the extent required for such current ownership and operation or as proposed to be conducted, except to the extent that the failure to have any of the foregoing would not have a material adverse effect on its ability to conduct the Program; and (v) is in compliance with its certificate of incorporation, bylaws and/or other organizational documents.

(b) Corporate Power, Authorization; Enforceable Obligation. Retailer or Bank, as the case may be, represents and warrants that the execution, delivery, and performance of the Agreement and all instruments and documents to be delivered thereunder: (i) is within its corporate power; (ii) has been duly authorized by all necessary or proper corporate action, including the consent of shareholders where required; (iii) does not and will not contravene any provisions of its certificate of incorporation, bylaws and/or other organizational documents; (iv) will not violate any Applicable Law or Network Operating Regulations; (v) will not conflict with or result in the breach of, or constitute a default under any indenture, mortgage, deed of trust, lease, agreement, or other instrument to which it is a Party or by which it or any of its assets or property are bound; and (vi) does not require any filing or registration with, or the consent or approval of, any Governmental Authority, or any other Person which has not been made or obtained previously. Each Party further represents and warrants that the Agreement has

been duly executed and delivered and constitutes a legal, valid, and binding obligation enforceable against it in accordance with its terms.

(c) Solvency. Retailer or Bank, as the case may be, represents and warrants that it is Solvent.

(d) No Conflicts. Retailer or Bank, as the case may be, represents and warrants that it is not in default in any material respect of any material contract, lease, agreement, or other instrument (including with respect to Retailer, any arrangements with third parties to sell the financial services arrangements of such third parties), to which it is a party nor has it received any notice of default under any such material contract, agreement, lease or other instrument, other than defaults which would not have a material adverse effect on its ability to perform its obligations with respect to the Program.

(e) No Burdensome Restrictions. Retailer or Bank, as the case may be, represents and warrants that no contract, lease, agreement, or other instrument to which it is a party or by which it is bound materially and adversely affects its ability to perform its obligations with respect to the Program.

(f) No Legal Restrictions. Retailer or Bank, as the case may be, represents and warrants as of the Effective Date that no provision of Applicable Law or Network Operating Regulations materially and adversely affects its ability to perform its obligations with respect to the Program in the states in which Participating Stores are located.

(g) Information Correct. Retailer or Bank, as the case may be, represents and warrants that all information furnished by it to the other party for purposes of or in connection with the Agreement or any information hereafter so furnished, is true and correct in all material respects and no such information omits to state a material fact necessary to make the information so furnished not misleading. There is no fact known to it which it has not disclosed to the other party which could materially and adversely affect its financial condition, business property or prospects.

(h) No Event of Default. Retailer or Bank, as the case may be, represents and warrants that no Event of Default with respect to it has occurred and is continuing.

(i) Retailer Marks. Retailer: (i) is the owner of or has the right to use the Retailer Marks and all other intellectual property licensed by Retailer to Bank hereunder; and (ii) has the right, power and authority to license to Bank and its Affiliates and authorized designees the use of the Retailer Marks and such property as set forth herein. Retailer further represents and warrants that the use of the Retailer Marks and other intellectual property by said licensees as contemplated herein will not violate any Applicable Law, Network Operating Regulations or infringe upon the rights of any third party.

**ARTICLE XII
OTHER AGREEMENTS**

12.1 Certain Additional Covenants.

- (a) Retailer and Green Dot shall respond to Bank promptly, and cooperate with Bank, in connection with the resolution of disputes with Cardholders, and in any event such that Bank will be able to comply with Network Operating Regulations or Applicable Law.
- (b) Retailer shall not assess any surcharge or other fee to Cardholders in connection with the sale or loading of a Walmart MoneyCard.
- (c) Except as may be otherwise agreed to by the Parties in writing, no Party shall communicate to any Applicant or Cardholder any terms or conditions relating to a Walmart MoneyCard that are inconsistent with the Walmart MoneyCard Terms.
- (d) Each Party shall comply in all material respects with Applicable Law and Network Operating Regulations relating to the performance of its obligations under the Program.
- (e) Retailer shall insure that all Affiliates of Retailer that, during this Agreement, operate a general merchandise or grocery retail store under the “[*]” name in the Program Territory are parties to this Agreement. For the avoidance of doubt, the Parties agree that this covenant does not apply to [*], but that Retailer shall have the obligation set forth in Section 12.7(b) with respect to [*].
- (f) Retailer shall, unless Bank shall otherwise consent in writing, promptly upon receipt, deliver to Bank copies of any communications relating to a Walmart MoneyCard from a Cardholder, or any Governmental Authority.
- (g) Neither Bank nor Green Dot shall enter into or maintain any agreement or understanding between them which in any way limits the right of either such Party to issue, market, sell, or service reloadable prepaid cards or any other type of payment instrument or payment device with or through Retailer upon the expiration or termination of this Agreement for any reason; provided, however, that the foregoing shall not apply to a limitation on the rights of such a Party if this Agreement is terminated by Retailer pursuant to Sections 15.2(c), 15.2(d), 15.3(f) or 15.3(g) as a result of either: (i) such Party failing to perform its obligations under this Agreement; or (ii) such Party causing the other such Party to fail to perform its obligations under this Agreement because such Party did not perform its obligations to such other Party.
- (h) Green Dot shall provide Retailer and Bank with written notice of any Change of Control with respect to Green Dot not later than the day on which said Change of Control is consummated.
- (i) Within thirty (30) days after Green Dot notifies Retailer of a Green Dot Change of Control, Retailer may request in writing that Green Dot provide to its designee (which designee shall be a nationally recognized accounting firm) information reasonably necessary to confirm Green Dot’s calculation of the surviving entity’s Interest Coverage Ratio. Green Dot shall provide all such information to Retailer’s designee within fifteen (15) business days of such

* **Confidential Treatment Requested.**

request. Such designee shall maintain all information provided by Green Dot confidentially, and shall not disclose such information to Retailer.

(j) With respect to the Load Program, Green Dot shall be solely responsible for complying with Applicable Law that governs unclaimed and abandoned property, including the reporting and escheatment of unclaimed property. Green Dot shall handle any inquiries from Cardholders or any other Person regarding escheatment of such funds with respect to the Load Program.

12.2 Certain Additional Bank Covenants.

Without limiting the generality of any other provision in this Agreement including, without limitation, Section 12.1(d):

(a) Bank shall provide all notices and disclosures that may be required by Applicable Law or Network Operating Regulations in connection with the Card Program, including, without limitation, notices and disclosures required by the Electronic Fund Transfer Act and Regulation E, and the Fair Credit Reporting Act.

(b) Bank shall ensure that the Operating Procedures for the Card Program, the Privacy Policy, and all Walmart MoneyCard Documentation (including the Walmart MoneyCard Fees) comply in all material respects with Applicable Law and Network Operating Regulations.

(c) Bank shall be solely responsible for the compliance of the Card Program, and any Intermediary Services, including compliance of all fees and charges assessed by Bank under the Walmart MoneyCard Terms, with all Applicable Law and Network Operating Regulations. Notwithstanding the foregoing, in no event shall Bank be responsible for: (i) any action or omission by Retailer (other than those taken in accordance with the Operating Procedures for the Card Program or otherwise in accordance with the express approval or at the express direction of Bank); (ii) compliance with regard to any aspect of the Load Program, other than (A) POS Load (including Online Loads of the Walmart MoneyCards) fees imposed by Bank, and (B) any Intermediary Services performed by Bank with respect to such Load Program; (iii) Retailer's or Green Dot's failure to comply with Applicable Law or Network Operating Regulations relating to the performance of their obligations under this Agreement including, without limitation, those relating to the Load Program; or (iv) Retailer's or Green Dot's failure to obtain the appropriate authorizations and/or licenses required, if any, to participate in the Program.

(d) Bank and Green Dot shall promptly notify Retailer of any cease and desist order, formal agreement or other enforcement action taken against Bank or Green Dot, as applicable, by any Governmental Authority, except to the extent such notification is prohibited by Applicable Law or Network Operating Regulations.

(e) Retailer shall promptly notify Bank and Green Dot of any cease and desist order, formal agreement or other enforcement action with respect to the Program taken against Retailer by any Governmental Authority, except to the extent such notification is prohibited by Applicable Law or Network Operating Regulations.

(f) With respect to the Card Program, Bank shall be solely responsible for complying with Applicable Law that governs unclaimed and abandoned property, including the reporting and escheatment of unclaimed property, in connection with any funds loaded on the Walmart MoneyCards (including funds loaded to Temporary Walmart MoneyCards) under the Program. Bank shall handle any inquiries from Cardholders or any other Person regarding escheatment of such funds with respect to the Card Program.

12.3 Use of Retailer Marks.

(a) Subject to and only in accordance with the provisions of this Agreement, Retailer hereby grants Bank during the Term a non-exclusive, non-transferable license to use those of Retailer's name(s), logos, service marks or trademarks specifically identified in Schedule 12.3 or otherwise designated by Retailer in writing (collectively, the "Retailer Marks") solely in the creation, development, marketing and administration of the Program, as such use is approved from time-to-time by Retailer in writing; provided, however, that Retailer, in its sole discretion from time to time, may change the appearance and/or style of the Retailer Marks, provided that Bank shall have a commercially reasonable time (not to exceed sixty (60) days) after Retailer's written approval of changed materials that include the new Mark to modify any materials other than Walmart MoneyCards, and also shall have a commercially reasonable time (not to exceed ninety (90) days) after receiving Retailer's written approval of the changed Walmart MoneyCard design that includes the new Mark to modify the Walmart MoneyCards. Bank hereby acknowledges and agrees that: (i) the Retailer Marks are owned solely and exclusively by Retailer or its Affiliates; (ii) except as set forth herein, Bank has no rights, title or interest in or to the Retailer Marks, and Bank agrees not to apply for registration of the Retailer Marks (or any mark confusingly similar thereto) anywhere in the world; (iii) all use of the Retailer Marks by Bank shall inure to the benefit of Retailer or its Affiliates; (iv) Bank will not modify the Retailer Marks or use them for any purpose other than as set forth herein; (v) Bank will not engage in any action that adversely affects the good name, good will, image or reputation of Retailer or associated with the Retailer Marks; (vi) Bank will at all times use the appropriate trade or service mark notice (i.e., (TM), (SM) or (R), whichever is applicable) or such other notice as Retailer may from time to time specify on any item or material bearing the Retailer Marks; and (vii) Retailer shall have the right to review and approve in advance the use of the Retailer Marks in all materials to be disseminated electronically or otherwise by Bank, to the extent such materials refer to Retailer, its Affiliates, or their respective products or services, or contain the Retailer Marks, which approval may be withheld by Retailer in its commercially reasonable business discretion.

(b) If the Bank materially breaches the provisions of Section 12.3(a), Retailer may notify the Bank of the breach and demand that the breach be cured within three (3) Business Days. If the breach is not cured, Retailer may, in its sole discretion, suspend the license granted in Section 12.3(a) until such time as the Bank has provided Retailer with adequate assurances, acceptable to Retailer in its commercially reasonable discretion, that the cause of the breach will not be repeated.

12.4 Confidential Information.

(a) All proprietary, non-public material and information supplied by one Party to another Party in connection with the Program (including pursuant to exercise of the rights under Sections 15.3 and 15.4), including information concerning a party's marketing plans, objectives, financial results, customer or Cardholder names or addresses ("**Confidential Information**") shall be used by each Party solely in connection with the transactions contemplated by this Agreement (including use in connection with activities contemplated under Section 8.2 hereof). Confidential Information shall not include any information which: (i) at the time of disclosure by one Party hereto or thereafter is generally available or known to the public (other than as a result of an unauthorized disclosure by the other Party hereto); (ii) was available to one party on a non-confidential basis from a source other than the disclosing party (provided that such source, to the best of one Party's knowledge, was not obligated to the disclosing Party to keep such information confidential); or (iii) was in one Party's possession prior to disclosure by the disclosing party to it.

(b) Each Party shall receive Confidential Information in confidence and not disclose Confidential Information to any third party, except: (i) as may be agreed upon in writing by the disclosing Party; (ii) as otherwise required by Applicable Law or Network Operating Regulations; or (iii) as may be necessary to exercise its rights or perform its obligations under this Agreement. Each Party will use its best efforts to ensure that its officers, employees, and agents take such action as shall be necessary or advisable to preserve and protect the confidentiality of Confidential Information. Upon written request or upon the Final Wind-Down Date, each Party shall destroy or return to the disclosing Party all Confidential Information in its possession or control, subject to each Party's respective document retention policies with respect to information required to be maintained by regulatory authorities.

(c) Each Party shall maintain the confidentiality of this Agreement and its terms and will not disclose this Agreement or its terms to any third party; provided that a Party may disclose this Agreement or its terms: (i) as required by Applicable Law or Network Operating Regulations; (ii) to its Affiliates; (iii) to its accountants and legal advisors; or (iv) to a prospective purchaser of the Walmart MoneyCards in connection with Retailer's exercise of its purchase option under Section 15.4.

12.5 Non-Solicitation.

Unless otherwise agreed in writing, each of the Parties agrees that, until the Final Wind-Down Date, it will not, directly or indirectly, solicit to employ any employees of the other Parties who have direct managerial responsibility for the Program; provided that: (i) nothing herein shall prohibit a Party from making offers of employment to or hiring persons (a) who first approach it regarding employment or (b) whose employment with the nonsoliciting party has terminated through no actions on the part of the soliciting party; and (ii) general advertising or searches regarding the availability of employment opportunities (whether by print, search firm, radio, electronic media, website or otherwise) shall not constitute "solicitation."

12.6 Audit and Access Rights.

(a) In addition to the other rights set forth in this Agreement, Retailer shall, subject to the confidentiality provisions set forth in Section 12.4 hereof: (i) permit Bank and its officers, employees, attorneys, accountants and/or regulators during normal business hours with reasonable advance notice, in such a manner as to minimize interference with Retailer's normal business operations, to examine and audit operations and audit, inspect, copy and make copies of all of the data, records, files and books of account (including non-financial information) under the control of Retailer if such operations, data records, files and books of account relate to any obligation of Retailer under this Agreement, including any calculation required to be made pursuant to the terms of this Agreement and as required by Applicable Law or Network Operating Regulations; and (ii) use commercially reasonable efforts to facilitate Bank's exercise of such right (including obtaining any consents that may be necessary or desirable to avoid a breach of any contractual obligations). Retailer shall use commercially reasonable efforts to deliver any document or instrument necessary for Bank to obtain such information from any Person maintaining records for Retailer. The cost and expense of any such examinations shall be expenses of Bank. Notwithstanding anything to the contrary contained herein, Retailer shall not be required to provide Bank or any other Person with access to information or records to the extent that such access (A) is prohibited by Applicable Law or Network Operating Regulations; provided, however, that to the extent that access to information or records is so prohibited, Retailer (x) shall notify Bank in writing regarding the Applicable Law or Network Operating Regulations which prohibits such access and (y) shall deliver to Bank copies of all requested information or records, redacted as may be necessary to comply with the cited Applicable Law or Network Operating Regulations or (B) could reasonably be expected to cause Retailer to be a consumer credit reporting agency as set forth in the Fair Credit Reporting Act. Retailer shall use commercially reasonable efforts to facilitate the maximum level of access by Bank in light of constraints under Applicable Law and Network Operating Regulations. No action taken by (or on behalf of) Bank pursuant to this Section 12.6(a) shall diminish or obviate any of the representations, warranties, covenants or agreements of Retailer contained herein. Employees of Retailer shall be permitted to be present during the exercise by Bank of any of its audit and access rights under this Section 12.6(a). If the Bank learns, through any such audit or examination, that any invoice or Daily Report rendered by Retailer to Bank, or any amount paid by Bank to Retailer, was not correct, then, as appropriate, Retailer shall promptly reimburse Bank for the amount of any overpayment or Bank shall promptly pay to Retailer the amount of any underpayment. If the amount of any overpayment due to a Retailer overcharge exceeds the correct amount by at least five percent (5%) or \$25,000, whichever is greater, then, provided that Bank has provided Retailer with copies of the results of the audit, Retailer shall reimburse Bank for the cost of the audit and related examinations within ten (10) days of Bank's written request therefor.

(b) In addition to the other rights set forth in this Agreement, Retailer shall, subject to the confidentiality provisions set forth in Section 12.4 hereof: (i) permit Green Dot and its officers, employees, attorneys, accountants and/or regulators during normal business hours with reasonable advance notice, in such a manner as to minimize interference with Retailer's normal business operations, to examine and audit operations and audit, inspect, copy and make copies of all of the data, records, files and books of account (including non-financial information) under the control of Retailer if such operations, data records, files and books of

account relate to any obligation of Retailer under this Agreement, including any calculation required to be made pursuant to the terms of this Agreement and as required by Applicable Law or Network Operating Regulations; and (ii) use commercially reasonable efforts to facilitate Green Dot's exercise of such right (including obtaining any consents that may be necessary or desirable to avoid a breach of any contractual obligations). Retailer shall use commercially reasonable efforts to deliver any document or instrument necessary for Green Dot to obtain such information from any Person maintaining records for Retailer. The cost and expense of any such examinations shall be expenses of Green Dot. Notwithstanding anything to the contrary contained herein, Retailer shall not be required to provide Green Dot or any other Person with access to information or records to the extent that such access (A) is prohibited by Applicable Law or Network Operating Regulations; provided, however, that to the extent that access to information or records is so prohibited, Retailer (x) shall notify Green Dot in writing regarding the Applicable Law or Network Operating Regulations which prohibits such access and (y) shall deliver to Green Dot copies of all requested information or records, redacted as may be necessary to comply with the cited Applicable Law or Network Operating Regulations or (B) could reasonably be expected to cause Retailer to be a consumer credit reporting agency as set forth in the Fair Credit Reporting Act. Retailer shall use commercially reasonable efforts to facilitate the maximum level of access by Green Dot in light of constraints under Applicable Law or Network Operating Regulations. No action taken by (or on behalf of) Green Dot pursuant to this Section 12.6(b) shall diminish or obviate any of the representations, warranties, covenants or agreements of Retailer contained herein. Employees of Retailer shall be permitted to be present during the exercise by Green Dot of any of its audit and access rights under this Section 12.6(b). If Green Dot learns, through any such audit or examination, that any invoice rendered by Retailer to Green Dot or amount paid by Green Dot to Retailer was not correct, then, as appropriate, Retailer shall promptly reimburse Green Dot for the amount of any overpayment or Green Dot shall promptly pay to Retailer the amount of any underpayment. If the amount of any overpayment due to a Retailer overcharge exceeds the correct amount by at least five percent (5%) or twenty-five thousand dollars (\$25,000), whichever is greater, then, provided that Green Dot has provided Retailer with copies of the results of the audit, Retailer shall reimburse Green Dot for the cost of the audit and related examinations within ten (10) days of Green Dot's written request therefor.

(c) In addition to the other rights set forth in this Agreement, Bank shall, subject to the confidentiality provisions set forth in Section 12.4 hereof: (i) permit Retailer and its officers, employees, attorneys and/or accountants, during normal business hours with reasonable advance notice, in such a manner as to minimize interference with Bank's normal business operations, to examine, audit, inspect, copy and make copies of all of the data, records, files and books of account (including non-financial information) under the control of Bank relating to the Program P&L Statement and any calculation required to be made pursuant to the terms of this Agreement and as required by Applicable Law or Network Operating Regulations; and (ii) use commercially reasonable efforts to facilitate Retailer's exercise of such right (including obtaining any consents that may be necessary or desirable to avoid a breach of any contractual obligations). Bank shall use commercially reasonable efforts to deliver any document or instrument necessary for Retailer to obtain such information from any Person maintaining records for Bank. The cost and expense of all such examinations shall be expenses of Retailer. Notwithstanding anything to the contrary contained herein, Bank shall not be required to provide Retailer or any other Person with access to information or records to the

extent that such access (A) is prohibited by Applicable Law or Network Operating Regulations; provided, however, that to the extent that access to information or records is so prohibited, Bank (x) shall notify Retailer in writing regarding the Applicable Law or Network Operating Regulations which prohibits such access and (y) shall deliver to Retailer copies of all requested information or records, redacted as may be necessary to comply with the cited Applicable Law or Network Operating Regulations or (B) could reasonably be expected to cause Bank to be a consumer credit reporting agency as set forth in the Fair Credit Reporting Act. Bank shall use commercially reasonable efforts to facilitate the maximum level of access by Retailer in light of constraints under Applicable Law or Network Operating Regulations. No action taken by (or on behalf of) Retailer pursuant to this Section 12.6(c) shall diminish or obviate any of the representations, warranties, covenants or agreements of Bank contained herein. Employees of Bank shall be permitted to be present during the exercise by the Retailer of its audit and access rights under this Section 12.6(c). If Retailer learns, through any such audit or examination, that any invoice rendered by Bank to Retailer or amount paid by Retailer to Bank was not correct, then, as appropriate, Bank shall promptly reimburse Retailer for the amount of any overpayment or Retailer shall promptly pay to Bank the amount of any underpayment. If the amount of any overpayment due to a Bank overcharge exceeds the correct amount by at least five percent (5%) or \$25,000, whichever is greater, then, provided that Retailer has provided Bank with copies of the results of the audit, Bank shall reimburse Retailer for the cost of the audit and related examinations within ten (10) days of Retailer's written request therefor.

(d) In addition to the other rights set forth in this Agreement, Green Dot shall, subject to the confidentiality provisions set forth in Section 12.4 hereof: (i) permit Retailer and its officers, employees, attorneys and/or accountants, during normal business hours with reasonable advance notice, in such a manner as to minimize interference with Green Dot's normal business operations, to examine, audit, inspect, copy and make copies of all of the data, records, files and books of account (including non-financial information) under the control of Green Dot relating to the Program P&L Statement any calculation required to be made pursuant to the terms of this Agreement and as required by Applicable Law or Network Operating Regulations; and (ii) use commercially reasonable efforts to facilitate Retailer's exercise of such right (including obtaining any consents that may be necessary or desirable to avoid a breach of any contractual obligations). Green Dot shall use commercially reasonable efforts to deliver any document or instrument necessary for Retailer to obtain such information from any Person maintaining records for Green Dot. The cost and expense of all such examinations shall be expenses of Retailer. Notwithstanding anything to the contrary contained herein, Green Dot shall not be required to provide Retailer or any other Person with access to information or records to the extent that such access (A) is prohibited by Applicable Law or Network Operating Regulations; provided, however, that to the extent that access to information or records is so prohibited, Green Dot (x) shall notify Retailer in writing regarding the Applicable Law or Network Operating Regulations which prohibits such access and (y) shall deliver to Retailer copies of all requested information or records, redacted as may be necessary to comply with the cited Applicable Law or Network Operating Regulations or (B) could reasonably be expected to cause Green Dot to be a consumer credit reporting agency as set forth in the Fair Credit Reporting Act. Green Dot shall use commercially reasonable efforts to facilitate the maximum level of access by Retailer in light of constraints under Applicable Law or Network Operating Regulations. No action taken by (or on behalf of) Retailer pursuant to this Section 12.6(d) shall diminish or obviate any of the representations, warranties, covenants or agreements of Green Dot

contained herein. Employees of Green Dot shall be permitted to be present during the exercise by the Retailer of its audit and access rights under this Section 12.6(d). If Retailer learns, through any such audit or examination, that any invoice rendered by Green Dot to Retailer or amount paid by Retailer to Green Dot was not correct, then, as appropriate, Green Dot shall promptly reimburse Retailer for the amount of any overpayment or Retailer shall promptly pay to Green Dot the amount of any underpayment. If the amount of any overpayment due to a Green Dot overcharge exceeds the correct amount by at least five percent (5%) or \$25,000, whichever is greater, then, provided that Retailer has provided Green Dot with copies of the results of the audit, Green Dot shall reimburse Retailer for the cost of the audit and related examinations within ten (10) days of Retailer's written request therefor.

12.7 Exclusivity.

(a) As used in this Section 12.7, "[*] Card Product" shall mean a [*]; provided, however, the term "[*] Card Product" shall not include any of the following: (i) any [*], regardless of other features or capabilities of that product, including the availability of [*] cards in conjunction with the [*] and the ability of the [*] and [*] to transition their [*] to [*] not subject to this Agreement upon the termination of [*] with [*]; (ii) a card or other device that can be used for [*] and no other source of funds; (iii) a card or other device that is positioned as [*]; (iv) a card or other device that is not [*]; (v) a card or other device used for or in connection with the [*]; (vi) any [*]; and; (vii) any [*] (the foregoing products, collectively, the "Non-Competitive Card Products").

(b) [*], unless Bank shall otherwise consent in writing, Retailer shall (i) not sell or distribute (regardless of price) any [*] Card Product in Stores during the Exclusive Period, and (ii) [*] and any successor or [*] selling or distributing any Exclusive Card Product other than Walmart MoneyCards.

(c) For avoidance of doubt, during the Exclusive Period, nothing in this Section 12.7 shall be deemed to prohibit Retailer from advertising any debit card, stored value card, or prepaid card product or device offered [*] that [*] in a [*]; provided that: (i) the only [*] at which the [*] offers such cards are the [*] in which such [*] has [*]; and (ii) the percentage of [*] in which [*] is less than [*].

(d) Except with respect to the Program, Retailer shall not, directly or indirectly, unless Green Dot shall otherwise consent in writing, enter into any agreement, arrangement or understanding regarding Retailer accepting or otherwise participating in the United States in load transactions involving the Walmart MoneyCards during the Exclusive Period; provided, however, that the foregoing limitation shall not restrict Retailer's right to [*].

(e) For the avoidance of doubt, cardholders of Walmart MoneyCards issued in [*] (each such card, a "[*]MoneyCard") may [*] their [*] on (x) any non-GD Network in the United States or (y) the GD Network as mutually agreed by Green Dot and Retailer.

12.8 Other Opportunities.

If Retailer desires to offer a Card Product which does not bear the "Walmart" name or Retailer Marks, Retailer shall [*] in which Bank shall [*]; provided, however; that

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Retailer need not [*] if Retailer desires that [*] for such proposed Card Product. Retailer shall [*] assist Bank and/or Green Dot in pursuing other opportunities within [*], including with [*], for the sale and promotion of Walmart MoneyCards, Reload Packs and/or related services.

12.9 GD Card.

(a) Bank hereby consents to an arrangement between Retailer and Green Dot whereby Retailer shall market and distribute Card Products that are loadable in the GD Network, issued by Columbus Bank & Trust Company (“CB&T”) and branded with the “Green Dot” name (“GD Cards”); provided however, that such consent is limited solely to a pilot that involves not more than [*], lasts for a period of not more than [*] and does not extend later than [*] (the “Pilot”).

(b) Retailer and Green Dot each acknowledge and agree that Bank reserves the right to issue GD Cards marketed or distributed by Retailer after the Pilot. Prior to the end of the Pilot, Retailer and Green Dot shall consult with Bank to determine whether Bank desires to issue such GD Cards. In the event Bank desires to issue the GD Cards, the Parties shall start discussions [*] days prior to the termination of the Pilot to negotiate in good faith (i) commercially reasonable terms and conditions of the arrangement between the Parties with respect thereto; (ii) any amendments to this Agreement; and (iii) any amendments to any other agreements related to GD Cards that may be necessary to reflect the agreement of the parties with respect to the Bank’s issues of such GD Cards.

(c) If the Parties are unable to agree upon such commercially reasonable terms and conditions and/or fails to conclude such negotiations within [*] days following the termination of the Pilot, Retailer and Green Dot shall have the right to enter into an arrangement with another Person to issue GD Cards.

(d) For the avoidance of doubt, for purposes of the Agreement (i) the GD Cards shall not be deemed Walmart MoneyCards, Temporary Walmart MoneyCards or Permanent Walmart MoneyCards; (ii) holders of GD Cards shall not be deemed Cardholders; (iii) the GD Cards shall not be part of the Card Program; and (iv) except with respect to the Intermediary Services, Bank shall have no obligations or liability to Retailer, Green Dot or any third party with respect to the GD Card.

ARTICLE XIII INTELLECTUAL PROPERTY

13.1 Retailer Technology.

(a) Retailer and its Affiliates shall own exclusively: (i) any and all technology owned by Retailer or any of its Affiliates at the time that such technology is provided for use in establishing, developing or administering the Program (the “Retailer Technology”); (ii) any and all changes or other modifications made by Retailer or any of its Affiliates to the Retailer Technology (the “Retailer Owned Modifications”); and (iii) any and all new technology created by Retailer or any of its Affiliates in connection with establishing, developing or administering the Program (the “Retailer Created Technology”).

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(b) Bank and its Affiliates shall own exclusively: (i) any and all technology owned by Bank or any of its Affiliates at the time that it is provided for use in establishing, developing or administering the Program (the "Bank Technology"); (ii) any and all changes or other modifications made by Bank or any of its Affiliates to the Bank Technology (the "Bank Owned Modifications"); and (iii) any and all new technology created by Bank or any of its Affiliates in connection with the establishing, developing or administering the Program (the "Bank Created Technology").

(c) Green Dot and its Affiliates shall own exclusively: (i) any and all technology owned by Green Dot or any of its Affiliates at the time that it is provided for use in establishing, developing or administering the Program (the "GD Technology"); (ii) any and all changes or other modifications made by Green Dot or any of its Affiliates to the GD Technology (the "GD Owned Modifications"); and (iii) any and all new technology created by Green Dot or any of its Affiliates in connection with the establishing, developing or administering the Program (the "GD Created Technology").

(d) Notwithstanding the provisions of Section 13.1(a) through (c), the licenses provided in Section 13.2 shall be limited to the technology specifically identified by each Party in Schedule 13.1, or otherwise as designated by the licensing Party from time-to-time in writing.

(e) Subject to the limited licenses granted to the Parties under Sections 12.3 and 13.2, each Party owns and shall retain all right, title and interest in its trade names, logos, trademarks, service marks, trade dress, Internet domain names, copyrights, patents, trade secrets, know how, and proprietary technology, including those trade names, logos, trademarks, service marks, trade dress, Internet domain names, copyrights, patents, trade secrets, know how, and proprietary technology currently used or which may be developed and/or used by it in the future ("Intellectual Property"). Except as expressly set forth in the limited licenses granted under Sections 12.3 and 13.2, no Party may distribute, sell, modify, reproduce, publish, display, perform, prepare derivative works, or otherwise use any of the Intellectual Property of the other Party without the express written consent of such Party. For the avoidance of doubt, this is not a "work made for hire" agreement, as that term is defined in the United States Copyright Act, 17 U.S.C. § 101. Nothing contained in this Agreement shall be construed as constituting an assignment by one Party to any of the other Parties of any Intellectual Property. Each Party's technology and Intellectual Property is being licensed hereunder, not sold.

(f) No Party shall remove any proprietary notices (e.g., copyright and trademark notices) from any other Party's technology or Intellectual Property. Each Party must reproduce the copyright and all other proprietary notices displayed on any other Party's technology and Intellectual Property on all copies of such materials.

(g) Unless specifically authorized by the providing Party in writing, each Party shall use the technology and Intellectual Property provided by the providing Party in the form originally provided by such Party, without modification.

13.2 Cross-Licenses of Technology.

Unless otherwise agreed upon in writing by the applicable Parties, Retailer grants to Bank and each Bank Affiliate and to Green Dot and each Green Dot Affiliate a limited non-exclusive, royalty-free, fully paid up, non-assignable (except by Bank to a servicer acceptable to Retailer as provided in Section 1.5(b)), non-sublicensable (except by Bank to a servicer acceptable to Retailer as provided in Section 1.5(b)), worldwide right and license to use the Retailer Technology, Retailer Owned Modifications and the Retailer Created Technology, as limited by Section 13.1(e), in Object Code solely to the extent necessary to comply with Bank's or Green Dots obligations, as applicable, under this Agreement. Bank grants to Retailer and its Affiliates and to Green Dot and its Affiliates a limited non-exclusive, royalty-free, fully paid up, non-assignable, non-sublicensable, worldwide right and license to use the Bank Technology, Bank Owned Modifications and the Bank Created Technology, as limited by Section 13.1(e), in Object Code solely to the extent necessary to comply with Retailer's or Green Dot's obligations, as applicable, under this Agreement. Green Dot grants to Retailer and its Affiliates and to Bank and its Affiliates a limited non-exclusive, royalty-free, fully paid up, non-assignable, non-sublicensable, worldwide right and license to use the GD Technology, GD Owned Modifications and the GD Created Technology, as limited by Section 13.1(e), in Object Code solely to the extent necessary to comply with Retailer's or Bank's obligations, as applicable, under this Agreement. The foregoing limited licenses (the "Licenses") shall expire and terminate in their entirety upon the expiration or termination of this Agreement or, with respect to any particular Party, upon termination of such Party's rights under this Agreement. In addition, if any Party materially breaches the provisions of Section 12.3 or this Section 13.2 (the "License-Grant Provisions") any non-breaching Party may notify the breaching Party of such breach and demand that such breach be cured within three (3) Business Days. If such breach is not cured, the non-breaching Party(s) may suspend the Licenses. If such breach is not cured by the end of such thirty (30) day period (or such other time period as may be agreed to by the notifying Party(s) hereto), the non-breaching Party(s) may make such suspension permanent by terminating the Licenses. Upon the expiration or termination of such Licenses, each licensee Party shall return to the licensor Party (or, at the licensor Party's option, shall destroy) the licensor's technology and Intellectual Property then in the licensee's possession or control. "Object Code" means the machine readable code generated by a compiler or assembler that has been translated from the source code of a program. No Party shall have any right to modify, reverse engineer, decompile or disassemble the technology licensed to it hereunder. Each Party agrees to keep the technology licensed to it hereunder confidential as Confidential Information in accordance with Section 12.4 hereof. The limited licenses granted under this Section 13.2 are AS IS and without any express or implied warranty of any kind. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH LICENSING PARTY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF TITLE, NON-INFRINGEMENT, AGAINST INTERFERENCE OF ENJOYMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, LACK OF REASONABLE EFFORT AND/OR LACK OF NEGLIGENCE.

13.3 Jointly Developed Technology.

(a) The Parties shall not be obligated to jointly develop any technology in connection with the Program. If the Parties, in their sole discretion, determine to jointly develop technology, the Parties shall enter into a written agreement confirming the scope of such joint

development efforts and the respective rights of the Parties in any jointly developed technology, including without limitation, ownership of the Intellectual Property in any ideas, technology, designs, know-how, or processes jointly developed.

(b) No Party shall file or attempt to file any application for a patent, or register or attempt to register any mark or copyright, or claim any proprietary right or interest in any jointly developed technology, without the prior written approval of the all Parties involved in such joint development. For purposes of this Section 13.3, technology shall not be considered jointly developed unless all of the Parties that are involved in such joint development expressly agree in advance in writing that such technology will be jointly developed by them and the respective rights of the Parties in such jointly developed technology are set out in such agreement.

13.4 Retailer Custom Developed Technology.

Green Dot and Retailer shall enter into a written agreement to define the scope of any and all technology developed by Green Dot and paid for by Retailer (such technology, "Retailer Custom Developed Technology"). Retailer shall own exclusively all Retailer Custom Developed Technology and Green Dot shall not use any such Retailer Custom Developed Technology for any [*] for a period of [*] commencing after the first date on which such [*] are [*]; provided, however, that after such period, Green Dot shall be permitted to use such Retailer Custom Developed Technology for GD Network Cards as permitted by Retailer in its [*] discretion and such use shall be subject to a [*] license agreement.

**ARTICLE XIV
EVENTS OF DEFAULT**

14.1 Events of Default.

The occurrence of any one or more of the following events (regardless of the reason therefor) shall constitute an "Event of Default" by a Party hereunder:

(a) (i) Such Party shall have breached its obligations to pay another Party amounts owed to such Party pursuant to Article VI and within one (1) Business Day after receipt by the defaulting Party of written notice from the non-defaulting Party asserting such breach, the defaulting Party shall not have either (x) cured such breach with respect to any undisputed amounts and delivered to the other Party written notice asserting a good faith dispute regarding the amounts being claimed or (y) cured such breach; or (ii) such Party shall fail to make any other payment of any amount due pursuant to this Agreement when due and payable or declared due and payable and the same shall remain unpaid for a period of thirty (30) days after such Party shall have received written demand therefor.

(b) Such Party shall materially breach any other material covenant or agreement contained in this Agreement that is required to be performed by it, and the same shall remain uncured for a period of forty-five (45) days after written notice thereof is received by the breaching Party.

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(c) Any representation or warranty made by such Party in this Agreement shall not be true and correct in any material respect as of the date when made or reaffirmed, and such failure to be true and correct has a material adverse effect on such Party's (which in the case of Retailer shall be taken as a whole) ability to perform its obligations hereunder.

(d) Wal-Mart Stores, Inc. (in the case of Retailer), Bank or Green Dot: (i) shall not be Solvent; (ii) shall generally not pay its debts as such debts become due, or shall admit in writing its inability to pay its debts generally; (iii) shall make a general assignment for the benefit of its creditors; (iv) shall have any proceeding instituted by or against it seeking to adjudicate it as bankrupt or insolvent or seeking liquidation, reorganization or any similar alternative under any law relating to bankruptcy or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver or other similar official for it or for any substantial part of its property, and, in the case of any proceeding instituted against it (but not instituted by it), either such proceeding shall remain undismissed or unstayed for a period of thirty (30) days, or any of the actions sought in such proceeding (including the entry of an order for relief against, or the appointment of a receiver or other similar official for, it or any substantial part of its property) shall occur; or (v) shall take any corporate action to authorize any of the actions set forth in clause (iii) or (iv) of this Section 14.1(d).

(e) Wal-Mart Stores, Inc. (in the case of Retailer), Bank or Green Dot shall be in default under any loan agreement, indenture or other instrument relating to any indebtedness for borrowed money having a balance due at the time of default in excess of [*] (in the case of Retailer or Bank), or [*] (in the case of Green Dot), and in each case such indebtedness has been accelerated as a result of such default.

(f) Either Wal-Mart Stores, Inc. (in the case of Retailer) or General Electric Capital Corporation (in the case of Bank) shall fail to maintain a stable industry financial credit rating throughout the Term of the Agreement that is measured as no worse than "[*]" by Standard & Poor's or a generally accepted market equivalent credit rating scale.

(g) With respect to Bank, a material adverse change shall have occurred in the operations, financial condition, business or prospects of Bank (taken as a whole) which Retailer or Green Dot, exercising its reasonable judgment, believes has impaired, or is reasonably likely to impair, the ongoing operation or continued viability of the Card Program.

(h) With respect to Retailer, a material adverse change shall have occurred in the operations, financial condition, business or prospects of Wal-Mart Stores, Inc. (taken as a whole) which Bank or Green Dot, exercising its reasonable judgment, believes has impaired, or is reasonably likely to impair, the ongoing operation or continued viability of the Program.

(i) With respect to Green Dot, a material adverse change shall have occurred in the operations, financial condition, business or prospects of Green Dot (taken as a whole), or there occurs any other material event, which in either case, Retailer or Bank, exercising its reasonable judgment, believes has impaired, or is reasonably likely to impair, the ongoing operation or continued viability of the Load Program or the GD Network.

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(j) With respect to Retailer, the line of business of Wal-Mart Stores, Inc., taken as a whole, shall be materially different from the operation of a retailer.

14.2 Remedies for Settlement Breach.

If Retailer breaches its obligations to pay amounts owed pursuant to Section 6.1 of this Agreement and within three (3) Business Days after receipt by Retailer of written notice asserting such non-payment, Retailer shall not have either (x) cured such breach or (y) cured such breach with respect to any undisputed amounts and delivered to Bank written notice asserting a good faith dispute regarding the amount being claimed, then, in addition to any other rights provided by Applicable Law or the terms of this Agreement, (a) Bank shall have the right to discontinue originating or offering Walmart MoneyCards, and can otherwise suspend the Program, (b) Green Dot shall have the right to discontinue sale of Reload Packs, and (c) Bank and Green Dot shall have the right to discontinue Retailer's acceptance of POS Loads.

14.3 Separateness of Liability.

- (a) Bank shall have no liability to Retailer under this Agreement for any act or omission of Green Dot, except where Green Dot is acting as agent of Bank (e.g., for an act or omission of Green Dot (or its sub-servicers) with respect to services provided to Bank as a third party servicer), or for any Event of Default by Green Dot. Bank shall have no liability to Green Dot under this Agreement for any act or omission of Retailer, except where Retailer is acting as agent of Bank, or for any Event of Default by Retailer.
- (b) Retailer shall have no liability to Bank under this Agreement for any act or omission of Green Dot, other than those taken as agent of Retailer, if any, or for any Event of Default by Green Dot. Retailer shall have no liability to Green Dot under this Agreement for any act or omission of Bank, except where Bank is acting as agent of Retailer, if at all, or for any Event of Default by Bank.
- (c) Green Dot shall have no liability to Retailer under this Agreement for any act or omission of Bank, except where Bank is acting as agent of Green Dot, if any, or for any Event of Default of Bank. Green Dot shall have no liability to Bank under this Agreement for any act or omission of Retailer, except where Retailer is acting as agent of Green Dot, if at all, or for any Event of Default by Retailer.
- (d) For the avoidance of doubt, nothing in this Section 14.3 shall relieve a Party of any liability relating to any covenant or agreement of such Party contained in this Agreement.

**ARTICLE XV
TERM/TERMINATION**

15.1 Program Term.

This Agreement commences on the Effective Date and shall continue in full force and effect until May 1, 2015 (the "Term"), unless otherwise terminated earlier in accordance with its terms. Retailer shall be subject to the exclusivity provisions of Section 12.7 for [*] of

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the Term (the "Exclusive Period"). Upon termination of the Exclusive Period and before termination of the Term (such period, the "Non-Exclusive Period"), Retailer shall continue to sell and distribute Walmart MoneyCards in the Program but may also sell or distribute Walmart MoneyCards in an arrangement that does not involve Bank and Green Dot ("Other MoneyCards"); provided, however, that Retailer must give at least [*]' written notice to Bank and Green Dot prior to launching a Competitive Card Product without Bank and Green Dot during the Non-Exclusive Period. During each Program Year of the Non-Exclusive Period, Retailer shall provide [*] in Participating Stores for Walmart MoneyCards offered in the Program that is [*] than the [*] at such Participating Stores at the time (each such placement, a "Placement"), provided that such Placement shall be limited to placement of [*] in the Program on display at Participating Stores and in no event shall the term "Placement" be construed to include placement of any [*] with respect to other Card Products available at Participating Stores. Notwithstanding the foregoing, for the avoidance of doubt, the Parties agree that Placement shall include [*].

15.2 Termination for Events of Default.

The Parties shall have the following termination rights:

- (a) Bank shall have the right to terminate this Agreement upon not less than sixty (60) days' prior written notice to the other Parties if any Event of Default by Retailer shall occur.
- (b) Green Dot shall have the right to terminate this Agreement as it relates to the Load Program upon not less than sixty (60) days' prior written notice to the other Parties if any Event of Default by Retailer shall occur with regard to the Load Program.
- (c) Retailer shall have the right to terminate this Agreement upon not less than sixty (60) days' prior written notice to the other Parties if any Event of Default by Bank shall occur.
- (d) Retailer shall have the right to terminate this Agreement upon written notice of not less than sixty (60) days if any Event of Default by Green Dot shall occur.
- (e) Notwithstanding the foregoing, no Party shall have the right to terminate this Agreement for failure to make a payment unless such Event(s) of Default involves, individually or in the aggregate, more than two hundred and fifty thousand dollars (\$250,000).

15.3 Additional Termination Rights.

In addition to the termination rights provided in Section 15.2 above and any other termination rights provided in this Agreement, the following termination provisions shall also apply:

- (a) Retailer shall have the right to terminate this Agreement as set forth in Section 1.5(d)(i)(A) and Section 1.5(d)(v). In addition, upon not less than ninety (90) days' prior written notice to Bank and Green Dot, Retailer shall have the right to terminate this Agreement if Retailer makes an election to do so pursuant to Section 1.5(c)(ii) (Bank's change in Operating

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Procedures), or 1.5(d)(iii) (Bank's change in terms to comply with Applicable Law); provided, however, that Retailer may exercise its rights under this paragraph upon thirty (30) days' prior written notice to Bank and Green Dot if Bank changes the Operating Procedures or the Walmart MoneyCard Terms during a Termination Period.

(b) Bank shall have the right to terminate this Agreement upon written notice to the other Parties if required to do so by a Governmental Authority. Bank shall provide notice of such termination at least ninety (90) days in advance, or shall otherwise provide prior notice as permitted by such Governmental Authority.

(c) Bank shall have the right, upon ninety (90) days' prior written notice to the other Parties, to terminate this Agreement if the Applicable Law or Network Operating Regulations (or interpretations thereof) applicable to any aspect of the Program, other than to fees and charges, change in a way, which, in Bank's commercially reasonable judgment, could have a material adverse effect on the Program; provided, however, that if the Applicable Law or Network Operating Regulations requires that termination be effective in less than ninety (90) days, the Agreement shall terminate at the end of the period as required by the Applicable Law or Network Operating Regulations.

(d) Notwithstanding anything to the contrary contained in this Agreement, Bank may engage Retailer in the good faith renegotiation of this Agreement if the federal or state laws (or interpretations thereof) applicable to fees and charges imposed by Bank under the Program change in a way, which in Bank's commercially reasonable judgment, could have a material adverse effect on the profitability of the Program to Bank. In the event of a renegotiation pursuant to this Section 15.3(d), if new terms acceptable to Bank and Retailer are not agreed upon in writing within ninety (90) days after the date renegotiations begin, Bank or Retailer may terminate this Agreement and the Agreement Termination Date shall be deemed the earlier of: (i) one hundred eighty (180) days after Bank or Retailer delivers notice of termination to the other Parties; or (ii) the date Bank is required to initiate changes to such Program to comply with the Applicable Law or Network Operating Regulations.

(e) Bank and Retailer each shall have the right to terminate this Agreement, upon not less than ninety (90) days' prior written notice to the other Parties, if Retailer does not consent to a change in Walmart MoneyCard Fees proposed by the Bank under Section 1.5(d)(i); provided, however, that Retailer may exercise its rights under this paragraph upon thirty (30) days' prior written notice to the other Parties if Bank changes such Walmart MoneyCard Fees during a Termination Period.

(f) Retailer shall have the right to terminate this Agreement upon at least ninety (90) days' advance written notice to the other Parties if Bank fails to achieve the Default Percentage with respect to the same Service Level during any three (3) consecutive calendar months or during any three (3) calendar months during any rolling twelve (12) calendar month period during the Term (each a "Repeated SLA Failure"), excluding any calendar months for which a grace period applies, provided that Retailer must exercise its right to terminate under this Section 15.3 with respect to any Repeated SLA Failure by providing the other Parties its written notice of termination no later than thirty (30) days following the date on which Retailer first has the right to terminate this Agreement for such Repeated SLA Failure under this Section 15.3.

Notwithstanding the foregoing, this provision shall not apply to Repeated SLA Failures with respect to Non-Termination Right Service Levels.

(g) Retailer shall also have the right to terminate for Bank's failure to achieve a Super Service Level as set forth in Section 9.3(d).

(h) If Retailer terminates this Agreement for any reason, immediately upon delivering the notice of termination, Retailer may commence selling Card Products that do not contain the "[*]" name or Retailer Marks.

(i) If (A) Retailer terminates the Agreement for an Event of Default by Bank, a Change of Control by Bank, or for any other reason relating to Retailer's termination rights with respect to Bank or (B) Bank terminates for any reason other than a breach of this Agreement by Green Dot, then as soon as practicable after delivering the notice of termination, Retailer shall [*] identify a well-capitalized financial institution authorized to conduct the business of banking in the United States, to issue prepaid cards under the "Walmart" name and/or Retailer Marks, and to accept loads to such cards through the GD Network, which bank has agreed with Retailer and Green Dot to accept this Agreement under Bank's existing terms (financial and otherwise), or terms which are more favorable to Retailer and no less favorable to Green Dot than the terms of this Agreement (such bank, the "Replacement Bank").

(j) Bank shall have the right to terminate this Agreement upon not less than sixty (60) days' advance written notice to Retailer and Green Dot if there occurs a Change of Control with respect to Wal-Mart Stores, Inc. or a Prohibited Change of Control with respect to Green Dot, other than a Change of Control to an Affiliate of Wal-Mart Stores, Inc. or Green Dot, respectively, that is in existence on the Effective Date.

(k) Retailer shall have the right to terminate this Agreement upon not less than sixty (60) days' advance written notice to Bank and Green Dot if there occurs a Change of Control with respect to Bank or a Prohibited Change of Control with respect to Green Dot, other than a Change of Control to an Affiliate of Bank or Green Dot, respectively, or if Green Dot breaches or fails to comply with Section 12.1(h) or 12.1(i).

(l) Bank may terminate this Agreement if the Card Program Services Agreement, dated October 27, 2006, between Bank and Green Dot, as amended ("Service Agreement") terminates as a result of a Specified Event, as follows: Bank shall provide Retailer with written notice of the termination, or anticipated termination, no later than two (2) days after Bank provides Green Dot with a termination notice based on the occurrence of the Specified Event. Such notice (the "Green Dot Termination Notice") shall specify the date (which shall not be earlier than hundred twenty (120) days after the date of the notice) on which this Agreement shall terminate. Within forty-five (45) days after the date of the Green Dot Termination Notice, Retailer shall notify Bank in writing as to whether Retailer (i) wants to exercise its purchase rights under Section 15.4; or (ii) wants to allow the Agreement to terminate on the Agreement Termination Date without any further action. With respect to the option to purchase described in Section 15.3(l)(i), Retailer shall have the option to purchase any or all of the Walmart MoneyCards (rather than the Walmart MoneyCards described in Section 15.4(a)) and Retailer shall be required to exercise its option with the forty-five day period described in Section

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15.3(l)(i) (rather than the notice period provide in Section 15.4(a)). If Retailer exercises its purchase option described in Section 15.3(l)(i), Bank and Retailer shall mutually cooperate and use diligent efforts to effectuate the sale (including obtaining all necessary regulatory approvals) by the Agreement Termination Date. The term "Specified Event" shall mean any of the following under the Services Agreement: (w) a default or breach by Green Dot; (x) a material adverse change with respect to Green Dot; (y) Green Dot's failure to meet a financial condition; or (z) a regulator directs or requests Bank to terminate the Service Agreement.

(m) Bank may terminate this Agreement upon not less than sixty (60) days' prior written notice pursuant to Section 1.5(d)(vii).

(n) Either Bank or Retailer may terminate this Agreement pursuant to Section 4.10(c).

(o) Either Bank or Retailer may terminate this Agreement pursuant to Section 2.5(c) or 2.5(d).

(p) In the event that Green Dot or Retailer receives notice from the staff of the Board of Governors of the Federal Reserve System in Washington, DC (the "Staff") that the Staff would like to initiate discussions with Green Dot and/or Retailer with respect to whether Retailer exercises a controlling influence over the management or policies of Green Dot ("Control Issue"), the Party receiving such notice shall notify all other Parties within one (1) Business Day of the receipt of such request and Retailer and Green Dot shall each have the right to request meetings with the Staff. Retailer and Green Dot shall promptly inform each other and Bank of its discussions with the Staff regarding the Control Issue. The Parties shall, in good faith, explore commercially reasonable modifications to this Agreement and other commercially reasonable appropriate measures that could alleviate the concerns of the Staff, provided, however, that no Party shall be obligated to enter into a modification of this Agreement or take other measures that would adversely affect the economic and business assumptions of such Party underlying this Agreement. If either Green Dot or Retailer receives notice from the Staff that it intends to take the Control Issue to the Board of Governors of the Federal Reserve System (the "Board"), the Party receiving such notice shall notify all other Parties with one (1) Business Day of receipt of such notice and Retailer shall have the right to terminate this Agreement, if Retailer reasonably believes that it is reasonably possible that such referral to the Board may result in a determination by the Board that Retailer exercises such a controlling influence.

15.4 Purchase of Walmart MoneyCards by Retailer.

(a) If this Agreement terminates for any reason, then no less than thirty (30) days in advance of the termination date, or one hundred eighty (180) days after the date of the notice of termination, whichever occurs first, [*] may notify [*] of its election to [*], or to [*], all Walmart MoneyCards which have been used for at least [*] in the 180-day period preceding the date of the sale, and related rights, funds and fees, including, without limitation, all Walmart MoneyCard Documentation and Cardholder Information, free and clear of all liens, encumbrances, claims, third party rights, mortgages, restrictions, security interests or other similar kind of right, for a price as set forth in Section 15.4(c). Upon Retailer's request in connection with Retailer's exercise of its rights under this Section 15.4(a), Bank promptly (and

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in any event, no later than fourteen (14) days after a request) shall provide such information regarding the Walmart MoneyCards and related balances, fees, and transaction history as Retailer and/or its designee reasonably may require in connection with a [*] of the Walmart MoneyCards. Bank shall: (i) transfer the Retailer Customer Information with the Walmart MoneyCards; and (ii) take reasonable steps to permit the unique BINs (or applicable equivalent) used for the Card Program to be transferred to the Card Program [*]; provided that [*] accepts all liabilities with respect to such BINs. Bank and Retailer will work together to assign or transfer the customer the Walmart MoneyCard numbers relating to the Walmart MoneyCards. Such assignment or transfer is subject to Bank and Retailer mutually agreeing to reimbursement of Bank's reasonable, out-of-pocket costs directly incurred by Bank in connection with such assignment or transfer. Retailer or its designee shall complete its purchase no later than twelve (12) months from the date Retailer gives notice of its intent to purchase. The Parties shall each comply with any approval requirements imposed by any Governmental Authority in connection with such purchase; provided, however, that Retailer and/or its designee shall not be required to affect a purchase if any Governmental Authority imposes unduly burdensome or otherwise unaccepted conditions on the purchaser or the transaction. If Retailer exercises its right to purchase the Walmart MoneyCards under this Section 15.4(a), Retailer or its designee and Bank shall negotiate a purchase agreement containing customary terms and conditions consistent with this Agreement.

(b) Retailer's right to [*] to [*] the Walmart MoneyCards under Section 15.4(a) is conditioned upon its cure of any failure to pay any bona fide amounts that Bank has reasonably shown to be due and owing by Retailer under Section 6.1 of this Agreement by the date Retailer gives notice of its intent to [*].

(c) The purchase price for Walmart MoneyCards sold pursuant to this Section 15.4 shall be payable to Bank in immediately available funds and shall be an amount equal to the aggregate balances on the purchased Walmart MoneyCards as of the closing date of the sale.

(d) The cost of communication and re-branding required by this Section 15.4 will be borne by [*] or its designated institution. The cost of communication and re-branding required by Section 15.5 below will be borne by [*].

(e) (i) Retailer shall have the right to obtain Interim Services under this Section 15.4(e) if: (A) Retailer elects to purchase the Walmart MoneyCards under Section 15.4(a); or (B) Retailer does not elect to purchase the Walmart MoneyCard accounts, but Retailer, at its option, provides written notice to Bank within thirty (30) days before the date that termination is scheduled to occur, or one hundred eighty (180) days after the date of the notice of termination, whichever occurs first; provided, however, that Retailer shall not have a right to obtain Interim Services after termination of this Agreement if such termination is pursuant to Section 15.3(l) (Termination of Services Agreement).

(ii) If Retailer exercises its right to obtain Interim Services, this Agreement shall be extended solely for the purpose of permitting POS Loads to Walmart MoneyCards and for continued servicing of Walmart MoneyCards (the "Interim Services") for the period of time specified in Section 15.4(e)(iii) ("Interim Services Period"). Bank shall provide Interim Services in accordance with this Agreement and Walmart MoneyCard Fees in

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effect as of the Extension Date. For the avoidance of doubt, during the Interim Services Period: (A) [*] shall be entitled to receive commissions in accordance with the commission schedule in effect on the Extension Date; (B) Bank shall not be obligated to issue new Walmart MoneyCards; (C) Green Dot shall not be obligated to participate in the sale of Reload Packs in Participating Stores; and (D) Bank and Retailer shall have no obligation to make contributions to the Marketing Fund and the Parties shall [*] use the remaining funds in the Marketing Fund prior to the Agreement Termination Date.

(iii) The Interim Services Period shall commence on the Extension Date and shall end: (A) upon [*] (i.e. no later than one (1) year after notice of option to purchase is given by Retailer) if Retailer obtains Interim Services under Section 15.4(e)(i)(A) in connection with an Ordinary Termination Event; (B) after ninety (90) days if [*] obtains Interim Services by exercising its right under Section 15.4(e)(i)(A) in connection with a termination of this Agreement other than Ordinary Termination Event; (C) after up to two (2) years, as specified in Retailer's written notice to Bank, if Retailer obtains Interim Services by exercising its right under Section 15.4(e)(i)(B) in connection with an Ordinary Termination Event; or (D) sixty (60) days if Retailer obtains Interim Services by exercising its right under Section 15.4(e)(i)(B) in connection with a termination of this Agreement other than Ordinary Termination Event.

(iv) The term "Extension Date" shall mean the date that this Agreement is scheduled to terminate if Retailer did not obtain the Interim Services. The term "Ordinary Termination Event" shall mean a termination by any party under Section 15.1, a termination by Retailer under Section 1.5(d)(i)(A), or any other termination under circumstances that do not adversely affect the rights or obligations of Bank or Green Dot with respect to the Load Program or the servicing of Walmart MoneyCards.

(v) After the Extension Date, this Agreement (including the Interim Services) may be terminated by: (A) Retailer at any time upon not less than thirty (30) days' prior written notice to Bank; and (B) any Party pursuant to any applicable provision of the Agreement other than Section 15.1.

(vi) If Retailer has not previously exercised [*] the Walmart MoneyCards, and this Agreement is terminated due to an Ordinary Termination Event, Retailer may exercise its [*] the Walmart MoneyCard accounts under this Section 15.4 during the Interim Services Period; provided, however, that: (A) Retailer shall give Bank at least six (6) months advance written notice of its intent to purchase and Retailer or its designee shall [*] not later than the end of the Interim Services Period; and (B) if the [*] is not completed by the end of the Interim Services Period because of reasons outside of Retailer's control, Retailer, at its sole discretion may extend the Interim Services for an additional six (6) months. In no event shall any Party be liable for a failure to complete the sale for reasons outside of Retailer's control.

(vii) Notwithstanding anything in this Section 15, Bank shall have the right to terminate providing Interim Services upon written notice to Retailer upon: (A) a material breach or failure by Retailer after the Extension Date of its settlement obligations under this Agreement; (B) a breach or failure by Retailer after the Extension Date of obligations under this Agreement other than settlement obligations where such breach or failure causes a significant risk of out-of-pocket costs to Bank in excess of [*]; (C) continued performance by

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Bank would violate Applicable Law, Network Operating Regulations or requirement of a Governmental Agency; or (D) termination of the Services Agreement as a result of a Specified Event; provided, however, that Bank shall give Retailer written notice of any breach or failure to perform specified in clauses (A) or (B) and three (3) Business Days to cure such breach.

15.5 Wind-down by Bank.

If Retailer does not [*] its [*], then upon (a) six (6) months after the end of the Interim Services Period (if any), or (b) one (1) year following the Agreement Termination Date, whichever occurs first (the "Final Wind-Down Date"), Bank shall wind-down the remaining Walmart MoneyCards in any lawful manner which may be expeditious or economically advantageous to Bank, including the issuance of a replacement or substitute Walmart MoneyCard; provided, however, that: (i) Bank shall remove all Retailer Marks from the Walmart MoneyCards that are not closed prior to the Final Wind-Down Date; (ii) for such period prior to the Final Wind-Down Date as Walmart MoneyCards bear Retailer Marks, [*] shall be [*] commissions in accordance with the commission schedule in effect on the Agreement Termination Date; and (iii) Bank shall not re-brand the Walmart MoneyCards with a Competitor, sell the Walmart MoneyCards or Customer Information to a Competitor or the Competitor's designee, or otherwise permit the Walmart MoneyCards or Customer Information to benefit a Competitor. Bank agrees that it will not utilize Retailer Customer Numbers without the express written consent of Retailer.

15.6 Additional Termination Provisions.

(a) If Retailer does not exercise the option available to it under Section 15.4, Bank shall have the right to allow Cardholders to make loads to Walmart MoneyCards and obtain any other functionality on the Walmart MoneyCards after the Agreement Termination Date at any merchant location nationwide at which Bank has agreements in place to allow for such functionality.

(b) If Retailer does not exercise the option available to it under Section 15.4, subject to Section 15.5, for any reason other than a failure to obtain regulatory approval for the purchase after using reasonable efforts to do so, and Bank re-brands the Walmart MoneyCards pursuant to Section 15.5, Retailer shall not directly solicit the existing base of customers who are Cardholders on the Agreement Termination Date for a new Card Product for a period of [*] from the Agreement Termination Date unless Retailer and Bank mutually agree otherwise.

(c) Within thirty (30) days following termination of this Agreement for any reason, Retailer shall: (i) pay to Bank the actual unit cost of any unsold Temporary Walmart MoneyCard inventory shipped to Retailer; and (ii) pay to Green Dot the actual unit cost of any unsold Reload Pack inventory shipped to Retailer.

15.7 Termination for Force Majeure.

(a) If the performance by a Party of its respective non-monetary obligations under this Agreement is materially delayed, prevented or impeded (in whole or in part) by acts of God, fire, floods, storms, explosions, accidents, epidemics, war, civil disorder, strikes, terrorism, nuclear or biological disaster, riot, or material changes in Applicable Law or Network Operating

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Regulations, or any other similar event or cause not reasonably within such Party's control, whether or not specifically mentioned herein (any such event, a "Force Majeure Event"), and the Force Majeure Event continues for a period of more than forty-five (45) days, the non-affected Party shall have the right to terminate this Agreement while the Force Majeure Event continues by providing written notice to the other Parties, such termination to be effective on the date specified in the notice of termination.

(b) Notwithstanding Section 15.7(a), if the performance by a Party of its respective non-monetary obligations under this Agreement is materially delayed, prevented or impeded (in whole or in part) by a Force Majeure Event, and Cardholders are unable to reload or use a Walmart MoneyCard to effect purchases and ATM withdrawals through the GD Network for more than ninety-six (96) hours, and the affected Party is unable to identify another major prepaid card issuer or processor that has been similarly affected by the same Force Majeure Event, Retailer shall have the right to terminate this Agreement effective upon thirty (30) days prior written notice to the other Parties.

(c) Any such failure to perform shall not be considered a breach of this Agreement during the period of such disability (i.e., prior to ninety-six (96) hours or forty-five (45) days, as applicable), if the affected Party promptly advises the other Parties in writing that it is unable to perform due to such a Force Majeure Event, setting forth: (i) the nature of the event; (ii) its expected effect(s) and duration; (iii) any expected development which may further affect performance hereunder; and (iv) the efforts which will be made to cure such Force Majeure Event or provide substitute performance.

15.8 Survival.

The following provisions shall survive the expiration or termination of this Agreement: Sections 1.6, 1.7, 4.3(c) (for so long as any amounts due thereunder remain outstanding), 4.4(c) and (d) (for so long as any amounts due thereunder remain outstanding), 4.8, 4.9, 5.2 (for so long as any amounts due thereunder remain outstanding), 7.1(b), 8.1, 8.3, 8.4, 12.3 (through the Final Wind-Down Date), 12.4, 12.5 (through the Final Wind-Down Date), 12.6, 14.3, 15.4, 15.5 (through the end of the Final Wind-Down Date), 15.6, 15.8, 15.9; Articles VI (Settlement) (for so long as any amounts due thereunder remain outstanding), XIII (Intellectual Property), XVI (Indemnification), XVII (Miscellaneous); Appendix 1 (Definitions). In addition, any obligations of any Party under this Agreement that accrue prior to the Agreement Termination Date shall survive such termination.

15.9 Communication with Cardholders.

Except as required by Applicable Law or Network Operating Regulations, upon delivery of a notice of termination under this Article XV no Party may communicate with Cardholders; provided, however, that (x) Bank may continue to service the Walmart MoneyCards substantially in the same manner in which the Walmart MoneyCards were serviced in the twelve (12) months prior to delivery of the notice of termination and (y) Bank may communicate with Cardholders in connection with its rights under Section 15.5. Bank and Retailer shall mutually agree upon all communications with Cardholders regarding the termination of this Agreement and the Program. If Bank or Retailer is required by Applicable

Law or Network Operating Regulations to communicate with Cardholders after delivery of a notice of termination, the other Party may review and approve (which approval shall not be unreasonably withheld or delayed) such communication prior to its distribution to Cardholders.

15.10 Termination of Appointment Agreements.

The Parties acknowledge and agree that upon the termination of this Agreement, the Bank Appointment Agreement and the Green Dot Appointment Agreement shall terminate on the later of the end of the Interim Service Period or the Final Wind-Down Date.

ARTICLE XVI INDEMNIFICATION

16.1 Indemnification by Retailer.

Retailer agrees to protect, indemnify, and hold harmless Bank, its Affiliates, and the shareholders, employees, officers, and directors of each of Bank and its Affiliates, from and against any and all Indemnified Losses arising out of, connected with or resulting from, or arising out of, connected with or resulting from a complaint, claim or action which alleges:

- (a) any false or misleading representation by Retailer, its agents or independent contractors to a Cardholder or applicant for a Walmart MoneyCard (other than at the direction of Bank) relating to a Walmart MoneyCard or the Program;
- (b) any act, or omission where there was a duty to act, or any fraud by Retailer or its employees, officers, directors, shareholders, agents, lessees, franchisees or independent contractors, relating to a Walmart MoneyCard or the Program;
- (c) any breach by Retailer, its Affiliates or any of their respective employees, agents or independent contractors of any of the terms, covenants, representations, warranties, or other provisions contained in this Agreement, the Operating Procedures or any other instrument or document delivered by Retailer to Bank in connection herewith or therewith;
- (d) the failure by Retailer, its agents or independent contractors to comply with any Applicable Law or Network Operating Regulations in the exercise of Retailer's rights or the performance of Retailer's obligations under this Agreement;
- (e) any and all advertising, promotions and marketing programs, documents or materials conducted by or on behalf of Retailer, other than references or descriptions of debit features available under the Program which have been approved in writing by Bank prior to their use;
- (f) any breach of security or theft with respect to Temporary Walmart MoneyCards while such Walmart MoneyCards are in the possession of Retailer, its agents or independent contractors;
- (g) any act or omission of Retailer, its agents or independent contractors as Bank's agent pursuant to an appointment pursuant to Section 1.11;

(h) any and all advertising, promotions and marketing programs, documents or materials conducted by or on behalf of Retailer, its agents or independent contractors, other than references or descriptions of the Program which have been approved in writing by Bank prior to their use; or

(i) infringement or misappropriation of the Intellectual Property rights of any third party in connection with use of the Retailer Technology, Retailer Owned Modifications, or Retailer Created Technology as permitted by, or to provide services under, this Agreement.

provided that in no event shall (A) Retailer be obligated to indemnify Bank under this Section 16.1 against any Indemnified Losses which result from the willful or negligent acts or omissions of Bank or any violation by Bank of the Walmart MoneyCard Terms or any other agreement, understanding, or representation between Bank and any Cardholder relating to a Walmart MoneyCard, or (B) Bank be considered an agent or independent contractor of Retailer for purposes of determining Retailer's indemnity obligations for the conduct of Retailer's agents or independent contractors.

16.2 Indemnification by Bank.

Bank agrees to protect, indemnify, and hold harmless Retailer, its Affiliates, and the shareholders, employees, officers, and directors of each of Retailer and its Affiliates, from and against any and all Indemnified Losses arising out of, connected with or resulting from, or arising out of, connected with or resulting from a complaint, claim or action which alleges:

(a) (i) the failure of the Card Program, including, without limitation, the Walmart MoneyCard Documentation, the Privacy Policy or the Operating Procedures for the Card Program, to comply with Applicable Law or Network Operating Regulations, or the failure of Bank or its agents or independent contractors to comply with Applicable Law or Network Operating Regulations in the exercise of Bank's rights or the performance of Bank's obligations under this Agreement; (ii) the failure by Bank or its agents or independent contractors to comply with Bank's obligations under this Agreement with respect to the Card Program, including, without limitation, the Walmart MoneyCards and the Walmart MoneyCard Terms; and (iii) any claim with respect to any credit or other products and services, including any documentation related thereto (other than those related to the Program), offered or sold by Bank, or its agents and independent contractors, to Cardholders;

(b) any transaction, contract, understanding, promise, representation or relationship, actual, asserted, or alleged, between Bank and any Cardholder relating to a Walmart MoneyCard or the Card Program;

(c) any and all references or descriptions of Walmart MoneyCard features available under the Program in any advertising, promotions and marketing programs, documents or materials relating to the Card Program which have been approved in writing by Bank prior to their use;

(d) any breach by Bank or its employees, agents or independent contractors of any of the terms, covenants, representations, warranties, or other provisions contained in this Agreement with respect to the Card Program, including, without limitation, with respect to

Walmart MoneyCards, the Operating Procedures for the Card Program or any other instrument or document delivered by Bank to Retailer in connection herewith or therewith;

(e) any other act, or omission where there was a duty to act by Bank or its employees, officers, directors, shareholders, agents or licensees or any independent contractors hired by Bank relating to the Card Program, including, without limitation, with respect to Walmart MoneyCards;

(f) the failure of Bank to comply with any Applicable Law or Network Operating Regulations;

(g) any and all advertising, promotions and marketing programs, documents or materials conducted by or on behalf of Bank, other than references or descriptions of the Program which have been approved in writing by Green Dot prior to their use;

(h) infringement or misappropriation of the Intellectual Property rights of any third party in connection with use of the Bank Technology, Bank Owned Modifications, Bank Created Technology or the Bank IVR as permitted by, or to provide services under, this Agreement.

provided that in no event shall (A) Bank be obligated to indemnify Retailer under this Section 16.2 against any Indemnified Losses which result from the willful or negligent acts or omissions of Retailer, or (B) Retailer be considered an agent or independent contractor of Bank for purposes of determining Bank's indemnity obligations for the conduct of Banks agents or independent contractors.

16.3 Notice.

Each Party shall promptly notify the other Party of any claim, demand, suit or threat of suit of which that party becomes aware (except with respect to a threat of suit either party might institute against the other) which may give rise to a right of indemnification pursuant to this Agreement; provided that failure to provide such notice shall not affect the obligations of the Party from whom indemnification is sought, except to the extent that the indemnifying Party shall have been materially prejudiced by such failure. The indemnifying Party will be entitled to participate in the settlement or defense thereof and, if the indemnifying Party elects, to take over and control the settlement or defense thereof with counsel satisfactory to the indemnified Party. In any case, the indemnifying Party and the indemnified Party shall cooperate (at no cost to the indemnified Party) in the settlement or defense or any such claim, demand, suit or proceeding.

**ARTICLE XVII
MISCELLANEOUS**

17.1 Assignability; Subcontracting.

(a) No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Parties. Notwithstanding the foregoing sentence: (i) Bank may assign all or a portion of its rights and obligations under this Agreement to an Affiliate of Bank without the prior written consent of the other Parties, provided that (x) no

such assignment shall release Bank from its obligations hereunder, (y) such assignment must be to an Affiliate of Bank that is a state or federally chartered depository institution with FDIC insurance and (z) such assignment must be part of a corporate reorganization not directly or indirectly related to a Change of Control; (ii) Green Dot may assign this Agreement without consent of the other Parties so long as such assignment is in connection with the sale of all or substantially all of its assets and does not constitute a Prohibited Change of Control; and (iii) Bank may assign this Agreement, and this Agreement may be assigned to Bank each in accordance with Section 1.5(d)(viii).

(b) Notwithstanding any other provision of this Agreement to the contrary, the Parties acknowledge and agree that Bank may use its Affiliates or other Persons to perform functions of Bank hereunder within guidelines set by Bank; provided Bank shall be responsible for the functions performed by such Affiliates or other Persons to the same extent Bank would be responsible if it performed such obligations itself.

17.2 Entire Agreement; Amendment.

This Agreement, together with the Schedules and Exhibits hereto, is the entire agreement of the Parties with respect to the subject matter hereof and supersedes all other prior understandings and agreements between the Parties with respect to the subject matter hereof, whether written or oral. This Agreement may not be amended except by written instrument signed by Bank, Green Dot, 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. As between Retailer and Bank, in the event of any conflict between the terms of this Agreement and the terms of that certain Supplier Agreement, dated September 14, 2006, by and between Bank and Retailer, the terms of this Agreement shall control. As between Retailer and Green Dot, in the event of any conflict between the terms of this Agreement and the terms of that certain Supplier Agreement, dated July 20, 2006, by and between Green Dot and Retailer, the terms of this Agreement shall control.

17.3 Non-Waiver.

No delay by any Party hereto in exercising any of its rights hereunder, or in the partial or single exercise of such rights, shall operate as a waiver of that or any other right. The exercise of one or more of a Party's rights hereunder shall not be a waiver of, nor preclude the exercise of, any rights or remedies available to such Party under this Agreement or in law or equity.

17.4 Severability.

If any provision of this Agreement is held to be invalid, void or unenforceable, all other provisions shall remain valid and be enforced and construed as if such invalid provision were never a part of this Agreement.

17.5 Governing Law.

This Agreement and all rights and obligations hereunder, including matters of construction, validity and performance, shall be governed by and construed in accordance with the laws of the State of Delaware without regard to its conflict of laws provisions.

17.6 Further Assurances.

Each Party hereto agrees to execute all such further documents and instruments and to do all such further things as the other party may reasonably request in order to give effect and to consummate the transactions contemplated hereby, and to provide access to the other Party and its regulators to the extent necessary to comply with Applicable Law or Network Operating Regulations.

17.7 Notices.

All notices, demands and other communications hereunder shall be in writing and shall be sent by certified mail return receipt requested, by hand, by facsimile with verbal confirmation of receipt, or by nationally recognized overnight courier service addressed to the Party to whom such notice or other communication is to be given or made at such Party's address as set forth below, or to such other address as such Party may designate in writing to the other Parties from time to time in accordance with the provisions hereof and shall be deemed given when delivered to a Party at the address below in the case of overnight courier service, by hand or by facsimile or three (3) Business Days after being sent in the United States postal system, as follows: (i) if to Retailer: Wal-Mart Stores, Inc., 702 S.W. Eighth Street, Bentonville, Arkansas 72716-0565, Attention: Financial Services Department, with a copy to the General Counsel at the same address; (ii) if to Bank: GE Money Bank, 170 West Election Road, Draper, UT 84020, Attention: President, with a copy to: GE Walmart MoneyCard Services, 777 Long Ridge Road, Stamford, Connecticut 06902-1250, Attention: General Counsel; and (iii) if to Green Dot: Green Dot Corporation, 605 East Huntington Drive, Suite 205, Monrovia, California 91016, Attention: Chief Executive Officer, with a copy to its General Counsel at the same address.

17.8 Independent Contractor.

Except as expressly provided in this Agreement, nothing contained in this Agreement shall be construed to constitute any Parties as partners, joint venturers, principal and agent, or employer and employee. Each Party will act hereunder solely as an independent contractor and will exercise exclusive control over any and all persons hired by each of them. No Party will be responsible to another Party or to any third person for any expense incurred by another Party, or on the part of any person employed by such other Party (other than as may be explicitly set forth herein). No Party may hold itself in a capacity contrary to the terms of this Agreement, and no Party shall become liable by reason of any representations, acts or omissions of the other contrary to the provisions hereof.

17.9 Multiple Counterparts.

This Agreement may be executed in any number of multiple counterparts, all of which shall constitute but one and the same original.

17.10 Successors and Assigns.

This Agreement shall be binding on the Parties and their respective successors and permitted assigns.

17.11 Joint and Several Obligations.

Each obligation of a Retailer hereunder shall be a joint and several obligation of all Retailers and their respective successors and permitted assigns, and each Retailer is a primary obligor of all obligations of every Retailer and their respective successors and permitted assigns hereunder. In addition, any rights of Bank or Green Dot that relate to the acts or omissions of, or events affecting, Retailer, shall be applicable with respect to such acts or omissions of, or events affecting, any Retailer. For all purposes of this Agreement, notice given to or demand made upon any Retailer shall be deemed to be notice given to or demand made upon each Retailer. Each Retailer covenants for the benefit of Bank and Green Dot to enter into such agreements and to make such other arrangements as may be necessary to ensure that each Retailer receives copies of all such notices or demands from each other Retailer hereunder. Whenever this Agreement requires that payments be made to Retailer, Bank and Green Dot may make such payments directly to any Retailer, which Retailer shall receive such payment in trust for itself and the other Retailer entitled to all or any portion thereof. Bank and Green Dot shall have no obligation to ensure and no liability for the correct application of any payments made by it between 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.

17.12 Third Party Beneficiaries.

(a) The Parties do not intend this Agreement to create any rights in favor of a Person that is not a Party to this Agreement and the rights and obligations of the Parties to this Agreement shall be enforced solely by such Parties in accordance herewith.

(b) Notwithstanding any other provision in this Agreement, all covenants, obligations, representations, and warranties expressly made by Bank under this Agreement are made solely for the benefit of Retailer, and shall be enforced solely by Retailer, with the exception of Section 4.10 (Intermediary Services), which also is made for the benefit of and may be enforced by Green Dot.

(c) Notwithstanding any other provision in this Agreement, all covenants, obligations, representations, and warranties expressly made by Green Dot under this Agreement are made solely for the benefit of Retailer, and shall be enforced under this Agreement solely by Retailer, with the exception of Section 4.10 (Intermediary Services), which also is made for the benefit of and may be enforced by, Bank.

(d) Notwithstanding any other provision in this Agreement, all covenants, obligations, representations, and warranties expressly made by Retailer under this Agreement are made solely for the benefit of Bank, and shall be enforced under this Agreement solely by Bank, with the exception of the GD Network Provisions, which also are made for the benefit of and may be enforced by Green Dot.

(e) Notwithstanding any other provision in this Agreement, all covenants, obligations, representations, and warranties by Retailer with respect to the GD Network Provisions are made solely for the benefit of Green Dot, and shall be enforced under this Agreement solely by Green Dot.

(f) Notwithstanding any other provision of this Agreement, any provision of this Agreement that is not a covenant, obligation, representation, or warranty expressly made by a specific Party, shall be for the benefit for all Parties and may be enforced by any Party.

(g) Nothing in this Agreement, including this Section 17.12, but excluding Section 12.1(g), shall limit the rights or obligations that a Party may have with regard to another Party under a separate agreement between such Parties, including with respect to any such separate agreement that may relate to the Program.

17.13 Rules of Interpretation.

Except as otherwise expressly provided in this Agreement, the following rules shall apply hereto: (a) the singular includes the plural and the plural includes the singular; (b) all references to the masculine gender shall include the feminine gender (and vice versa); (c) "include", "includes" and "including" are not limiting; (d) unless the context otherwise requires or unless otherwise provided herein, references to a particular agreement, instrument, document, law or regulation also refer to and include all renewals, extensions, modifications, amendments and restatements of such agreement, instrument, document, law or regulation; (e) a reference in this Agreement to an Article, Section or Schedule is to the Article of, Section of or Schedule to this Agreement unless otherwise expressly provided; (f) a reference to an Article or Section in this Agreement shall, unless the context clearly indicates to the contrary, refer to all sub-parts or sub-components of any said article or section; (g) words such as "hereunder," "hereto," "hereof," and "herein," and other words of like import shall, unless the context clearly indicates to the contrary, refer to the whole of this Agreement and not to any particular section, subsection or clause hereof; and (h) a reference in this Agreement to a "party" (whether in the singular or the plural) shall (unless otherwise indicated herein) include any Person.

17.14 Waiver of Jury Trial.

EACH PARTY TO THIS AGREEMENT WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

[Signature pages to follow]

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

WAL-MART STORES, INC.

By: /s/ JANE J. THOMPSON
Name: _____
Title: _____

WAL-MART STORES ARKANSAS, LLC

By: /s/ JANE J. THOMPSON
Name: _____
Title: _____

WAL-MART STORES EAST, L.P.

By: /s/ JANE J. THOMPSON
Name: _____
Title: _____

WAL-MART STORES TEXAS L.P.

By: /s/ JANE J. THOMPSON
Name: _____
Title: _____

WAL-MART LOUISIANA, LLC

By: /s/ JANE J. THOMPSON
Name: _____
Title: _____

Walmart MoneyCard Program Agreement

GE MONEY BANK

By: /s/ MARGARET M. KEANE
Name: Margaret M. Keane
Title: EVP, GEMB

Walmart MoneyCard Program Agreement

GREEN DOT CORPORATION

By: /s/ STEVEN STREIT
Name: Steven Streit
Title: CEO

Walmart MoneyCard Program Agreement

CERTAIN DEFINED TERMS

Unless otherwise defined in the Agreement to which this Appendix is attached, capitalized terms used in the Agreement shall have the meanings ascribed to them in this Appendix I.

“**Acquirer Agreement**” has the meaning given to it in Section 5.1.

“**Act**” has the meaning given to it in Section 8.1(a).

“**Activation Criteria**” has the meaning given to it in Section 1.5(b).

“**Active Permanent Walmart MoneyCard**” means, as of any given date, any Permanent Walmart MoneyCard, other than a Permanent Walmart MoneyCard that has been terminated in accordance with Bank’s policies, which either had a positive balance or was utilized for a Purchase or for a cash withdrawal at an ATM at any time after the beginning of the month immediately preceding such date.

“**Actual Commissions Earned**” has the meaning given to it in Schedule 5.2(A)(2) and Schedule 5.2(C), as applicable.

“**Actual Quarterly Commissions Earned**” has the meaning given to it in Schedule 5.2(B).

“**Additional Network**” has the meaning given to it in Section 2.5(d).

“**Affiliate**” means, with respect to any Person, each Person that controls, is controlled by or is under common control with such Person or any Affiliate of such Person. For the purpose of this definition, “control” of a Person shall mean the possession, directly or indirectly, of the power to direct or cause the direction of its management or policies, whether through the ownership of voting securities, by contract or otherwise. The term “Affiliate” shall not include the spouse of Sam Walton, or any descendant of Sam Walton or such descendant’s spouse, or any entity under the control of any of them and not also controlled by Retailer.

“**Agreement**” means this Amended and Restated Walmart MoneyCard Program Agreement, including any Schedules attached hereto.

“**Agreement Termination Date**” means the date on which the Agreement expires, or termination is effective, in accordance with Article XV. For the avoidance of doubt, subject to Section 15.4, if Retailer exercises its right to receive Interim Servicing, the Agreement Termination Date shall be the scheduled end of the Interim Service Period or such earlier date as this Agreement may be terminated in accordance with the provisions of Article XV.

“**Amended Fee Schedule**” means the fees for Walmart MoneyCards that are set forth in Section 10 of Schedule 1.5(d) to the Agreement.

“**Applicable Law**” means all laws (including common law), codes, statutes, ordinances, rules, regulations, regulatory bulletins or guidance, regulatory examinations or orders, decrees and orders of any Governmental Authority as may be amended and in effect from time to time during the Term, including: (i) the Electronic Fund Transfer Act and Regulation E; (ii) the GLBA; and (iii) the USA PATRIOT Act and its implementing regulations.

“**Applicant**” means an individual who purchases a Temporary Walmart MoneyCard or requests activation of a Walmart MoneyCard.

“**Assignment Date**” has the meaning given to it in Section 1.5(d)(viii)(b)(i).

“**ATM**” means automated teller machine or unattended point-of-sale terminal that has electronic capability, accepts PIN numbers and dispenses cash in connection with Walmart MoneyCards.

“**Authorization System**” means that portion of equipment, software, systems, processes and procedures used or necessary for use by Bank to authorize Cardholder transactions under the Program.

“**Available for Use**” means the ability of equipment, software, systems, data, and functions for which Green Dot or Bank is operationally responsible including, without limitation, the Authorization System, the Bank IVR and the Green Dot IVR, to be utilized or accessed by Bank, Retailer, Cardholders or other third-parties, as intended in accordance with normal operations.

“**Availability**”, unless otherwise defined herein, means the extent to which referenced equipment, software, systems, data or services are Available for Use.

“**Balance Limit**” has the meaning given to it in Section 2.2(c).

“**Bank**” means GE Money Bank and its successors and permitted assigns and any Replacement Bank which replaces Bank.

“**Bank Appointment Agreement**” has the meaning given to it in Section 1.11.

“**Bank Created Technology**” has the meaning given to it in Section 13.1(b).

“**Bank IVR**” means any interactive voice response system utilized by Bank, whether by agreement with a third party servicer or otherwise, to provide services under the Card Program.

“**Bank Owned Modifications**” has the meaning given to it in Section 13.1(b).

“**Bank Program Representative**” has the meaning given to it in Section 10.1(c).

“**Bank Transaction Information**” has the meaning given to it in Section 8.2(b).

“**Bank Technology**” has the meaning given to it in Section 13.1(b).

“**Base Fee Schedule**” means the table of Walmart MoneyCards Fees set forth in Schedule 5.2 to be used as the basis for calculating commissions in accordance with the methodology described in Schedule 5.2.

“**Baseline Interchange Yield**” has the meaning given to it in Section 1.5(d)(vii).

“**Behavioral Factor**” has the meaning given to it in Schedule 5.2(A)(2).

“**BIN**” means a bank identification number provided by Visa, MasterCard or any other Network.

“**[*]**” has the meaning given to it in Section 15.3(p).

“**[*] Behavior**” means, with respect to the use and reloads of Walmart MoneyCards by Cardholders, as applicable, any of the following [*] behavioral factors: [*] as each such behavioral factor or any combination of such behavioral factors is applied in the framework for the Relevant Behavioral Curves.

“**[*] Period**” means the [*] month period of time over which a certain [*] Pricing Arrangement may be offered beginning with the first purchase date of the Walmart MoneyCard.

“**[*] Pricing Arrangement**” means any permutation or combination of the [*] Behaviors offered at a certain price as determined pursuant to the Relevant Behavioral Curves over the relevant [*] Period.

“**Business Day**” means any day, except Saturday, Sunday, or a day on which banks are required or permitted to be closed in the State of New York.

“**Card Product**” means a re-loadable card issued by [*] institution that is [*] with the [*], which: (i) [*]; (ii) [*]; (iii) [*]; and (iv) [*]. For purposes of this definition, a card is deemed to be used for [*] only if the [*] is an [*] of the card or the terms and conditions of the card [*] in the ordinary course of the [*].

“**Card Program**” means the: (i) program in which the Bank issues, services, and accepts loads and reloads to Walmart MoneyCards, and in which Walmart MoneyCards are marketed by the Parties; and (ii) Online Bill Payment Services, all as described in this Agreement. For the avoidance of doubt, the Card Program includes all Card Services.

“**Card Sales Commission Rate**” has the meaning given to it in Schedule 5.2(A)(1).

“**Card Services**” has the meaning given to it in Section 1.5(b).

“**Cardholder**” means any individual to whom Bank has issued a Walmart MoneyCard under this Program or who is or may become obligated under or with respect to use of the Walmart MoneyCard.

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“**Cardholder Agreement**” means the agreement between Bank and Cardholder to whom Bank issues the Walmart MoneyCard governing the terms and conditions applicable to the use of the Walmart MoneyCard and all disclosures associated therewith.

“**Cardholder Information**” has the meaning given to it in Section 8.2(b).

“**CB&T**” has the meaning given to it in Section 12.9.

“**Change of Control**” means, with respect to an entity, the following: (i) any sale of all or substantially all of the assets of an entity (whether in one or a series of transactions); (ii) if an entity is merged or consolidated (whether as the survivor or otherwise) into another corporation (by operation of law or otherwise); (iii) more than 50% of the capital stock of an entity is transferred or offered for sale other than in the course of a public stock offering; or (iv) an entity no longer possesses, directly or indirectly, the power to direct the management and policies of such entity by ownership of voting securities, by contract, or otherwise.

“**CheckFree**” has the meaning given to it in Section 1.12(a).

“**Commission Rate**” has the meaning given to it in Schedule 5.2(A)(3).

“**Competitive Card Product**” means any Card Product except for those Card Products which are included in the definition of Non-Competitive Card Product.

[*] means [*].

“**Confidential Information**” has the meaning given to it in Section 12.4(a).

“**Consumer Credit Card Program**” means the open-end revolving private label and dual credit card, as established by Bank and Retailer pursuant to that certain Second Amended and Restated Consumer Credit Card Program Agreement by and between Retailer and Bank, dated July 30, 2009, as amended from time to time.

“**Control Issue**” has the meaning given to it in Section 15.3(p).

“**Daily Report**” has the meaning given to it in Section 6.1(a).

“**Debit Interchange Law Change**” has the meaning given to it in Section 1.5(d)(viii).

“**[*] Debit Card**” means a card or device that (i) maintains [*], (ii) cannot be [*], and (iii) can be used to [*] by way of an [*] from a cardholder-[*] account; provided, however, that the cardholder must have the option to designate as the [*] an account held at any [*] other than the issuer of the [*] Debit Card or its affiliate.

“**Default**” means any event the occurrence of which, with the passage of time or the giving of notice or both, would constitute an Event of Default.

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“Default Percentage” means, with respect to a Service Level or Super Service Level, the “Default Percentage” or “Default %” set forth opposite such Service Level or Super Service Level, as applicable, in Schedule 9.3(a) and Schedule 9.3(b).

“[*] Account” means a deposit account (i) that is FDIC insured and for which [*] are required to be sent under [*]; (ii) [*] consumers as a [*] account (and not a [*]); and (iii) for which the marketing does not refer to [*] and, whereby access to deposited funds is provided using [*], but may also include a [*] as an [*].

“Designated Network Providers” shall mean [*].

“Direct Deposit Load” has the meaning given to it in Section 2.6(a).

“Dispute” has the meaning given to it in Section 10.4(a)(ii).

“Downtime” means the number of minutes in the calendar month during which identified equipment, software, systems, data, services or function was not Available for Use or where response time of such service is outside established parameters.

“EBIT” means, for a period, pretax earnings from continuing operations before: (i) special extraordinary gains or losses; (ii) Interest Expense; (iii) minority interests; and (iv) miscellaneous gains and losses, in each case for such period, as determined in accordance with GAAP, and if applicable, as applied on a consolidated basis to a Party and its Affiliates.

“Effective Date” means May 1, 2010.

“Effective Interchange Yield” means, with respect to a period, the total interchange revenue received by Bank on the Walmart MoneyCards over such period (net of assessments and fees imposed by the Network Provider on Bank with respect to such transactions on Walmart MoneyCards), divided by the net volume of transactions on Walmart MoneyCards for such period

“Emergency Suspension Event” has the meaning given to it in Section 4.11(a).

“Event of Default” has the meaning given to it in Section 14.1.

“[*] Card Product” has the meaning given to it in Section 12.7(a).

“Exclusive Period” has the meaning given to it in Section 15.1.

“Excused Downtime” means (i) Downtime during a Scheduled Maintenance Window; and (ii) any other period during which any particular equipment, software, system, function or service is not Available For Use (x) which Bank or Retailer, as applicable, has approved, such approval not to be unreasonably withheld, (y) which Bank or Retailer, as applicable, has excused, or (z) which are outages due to matters outside of Green Dot’s or Bank’s Span of Control, as applicable.

“Extension Date” has the meaning given to it in Section 15.4(e)(iv).

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“**FDIC**” means Federal Deposit Insurance Corporation.

“**Final Rules**” has the meaning given to it in Section 1.5(d)(viii)(b).

“**Final Wind-Down Date**” “Final Wind-Down Date” has the meaning given to it in Section 15.5.

“**Force Majeure Event**” has the meaning set forth in Section 15.7.

“**GAAP**” means generally accepted accounting principles, consistently applied.

“**Gas Discount Program**” has the meaning given to it in Section 7.1(e).

“**GD Card**” has the meaning given to it in Section 12.9.

“**GD Card Data**” has the meaning given to it in Section 4.10(a).

“**GD Card Funds**” has the meaning given to it in Section 4.10(a).

“**GD Created Technology**” has the meaning given to it in Section 13.1(c).

“**GD Marks**” means Green Dot’s name(s), logos, service marks or trademarks used in the creation, development, marketing and administration of the Program including, without limitation, those appearing on Walmart MoneyCards, Reload Packs, and Promotional Materials.

“**GD Merchants**” has the meaning given to it in Section 4.1.

“**GD Network**” has the meaning given to it in Section 4.1.

“**GD Network Cards**” means any [*] loadable on the GD Network.

“**GD Network Data**” has the meaning given to it in Section 4.10(a).

“**GD Network Funds**” has the meaning given to it in Section 4.10(a).

“**GD Network Participant**” has the meaning given to it in Section 4.8(a)(ii).

“**GD Network Provisions**” means the provisions set forth in Section 3.1(e) and in Article IV of this Agreement.

“**GD Owned Modifications**” has the meaning given to it in Section 13.1(c).

“**GD Technology**” has the meaning given to it in Section 13.1(c).

“**Governmental Authority**” means any government, any state or any political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory, or administrative functions of or pertaining to government, whether federal, state, local or territorial.

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“**Green Dot Appointment Agreement**” has the meaning given to it in Section 4.5.

“**Green Dot IVR**” means any interactive voice response system utilized by Green Dot to provide services under the Load Program.

“**Green Dot Program Representative**” has the meaning given to it in Section 10.1(c).

“**Green Dot Termination Notice**” has the meaning given to it in Section 15.3(l).

“**Gross Settlement Amount**” has the meaning given to it in Section 6.1(a).

“**[*] Card**” means a card or device whereby prior to its original issuance, the issuer or its affiliate must [*] or [*] as a condition of issuing the card but whose [*] may also afford approved cardholders with the [*] from an [*].

“**Identification Information**” has the meaning given to it in Section 8.2(b).

“**Indemnified Losses**” means any and all losses, liabilities, costs, and expenses (including reasonable attorneys’ fees and expenses, reasonable out-of-pocket costs, interest and penalties), settlements, equitable relief, judgments, damages (including liquidated, special, consequential, punitive and exemplary damages), claims (including counter and cross-claims, and allegations whether or not proven) demands, offsets, defenses, actions, or proceedings by whomsoever asserted.

“**Insufficient GD Merchants**” means that both (i) there are fewer than [*] GD Merchants participating in the GD Network in the Program Territory and (ii) any [*] following retailers [*] no longer participates in the GD Network (other than through merger or acquisition of such retailer into, with or by another retailer in the GD Network); provided, however, that if [*] in clause (ii) above no longer participate in the GD Network, but at least [*] in such retailers’ applicable [*] in the Program Territory are added to the GD Network, such a change shall not constitute “Insufficient GD Merchants;” and further, provided; that only the following channels shall be considered for the purpose of this definition: [*].

“**Intellectual Property**” has the meaning given to it in Section 13.1(e).

“**Interest Coverage Ratio**” means the ratio of EBIT to Interest Expense.

“**Interest Expense**” means, for a period, total gross interest expense during such period (excluding interest income), and shall in any event include: (i) interest expensed (whether or not paid) on all debt; (ii) the amortization of debt discounts; (iii) the amortization of all fees payable in connection with the incurrence of debt to the extent included in interest expense; and (iv) the portion of any capitalized lease obligation allocable to interest expense.

“**Interim Services**” has the meaning given to it in Section 15.4(e)(ii).

“**Interim Service Period**” has the meaning given to it in Section 15.4(e)(ii).

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“**Intermediary Services**” has the meaning given to it in Section 4.10(a).

“**Internet**” means the worldwide web.

“**Lease Department**” means any franchised or leased department of Retailer which Retailer has designated as such for purposes of the Agreement.

“**License-Grant Provisions**” has the meaning given to it in Section 13.2.

“**Licenses**” has the meaning given to it in Section 13.2.

“**Lifetime Expected Behavior**” has the meaning given to it in Schedule 5.2(A)(2).

“**[*] System Revenue**” means, with respect to a Walmart MoneyCard, the [*] for such Walmart MoneyCard plus [*] from [*] and applied to such Walmart MoneyCard over the [*] period immediately following sale of such Walmart MoneyCard.

“**Load Program**” means the program in which Green Dot loads Walmart MoneyCards and GD Network Cards as set forth in Schedule 4.13 through POS Loads (including Online Loads) and Reload Pack Sales through the GD Network.

“**Load Program Promotional Materials**” has the meaning given to it in Section 4.3(a).

“**Marketing Changes**” has the meaning given to it in Section 1.5(d)(i)(D).

“**Marketing Fund**” has the meaning given to it in Section 7.1(a).

“**Marketing Plan**” has the meaning given to it in Section 7.1(b).

“**Minimum Requirements**” means (i) (A) sales averaging at least [*] Temporary Walmart MoneyCards per Participating Store per day, and (B) fraud losses on the Walmart MoneyCards does not exceed [*] basis points of the Purchase transaction volume, with A and B each measured over the thirty (30) day period occurring immediately prior to the date of calculation, and considering only Participating Stores that have offered Temporary Walmart MoneyCards for at least sixty (60) days; and (ii) implementation by Bank and Retailer of a mutually agreed anti-theft device, such agreement and implementation not to be unreasonably withheld or delayed by either Party, that protects against the theft of Temporary Walmart MoneyCards at Participating Stores.

“**MoneyPak**” means any type of universal cash acceptance product sold at Retailer or other GD Merchant that can be used to transfer funds to store-valued cards and prepaid cards, to pay bills with participating billers and to make transfers to other payees participating in the GD Network.

“**MoneyPass**” means the MoneyPass ATM network.

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“**Monthly Aggregate Commission Amount**” has the meaning given to it in Schedule 5.2(A)(3).

“**Monthly Bank Shortfall**” with respect to any calendar month, means the amount by which the Bank’s average Monthly Per Card Revenue for the six (6) full calendar months immediately preceding Bank’s receipt of Retailer’s notice of intent to purchase under Section 15.4(a) exceeds Bank’s actual Monthly Per Card Revenue for such month multiplied by the number of Active Permanent Walmart MoneyCards as of the last day of such calendar month.

“**Monthly Per Card Revenue**” with respect to any calendar month, means the gross revenue received by Bank in Operating the Program during such calendar month divided by the number of Active Permanent Walmart MoneyCards as of the last day of such calendar month.

“**Network**” means a provider of debit transaction network services.

“**Network Acquirer**” has the meaning given to it in Section 5.1.

“**Network Operating Regulations**” means, with respect to a Party, the bylaws, operating rules and regulations of any Network as applicable to such Party.

“**Network Provider**” means a provider of debit transaction network services under the Program.

“**Non-Competitive Card Product**” has the meaning given to it in Section 12.7(a).

“**Non-Exclusive Period**” has the meaning given to it in Section 15.1.

“**Non-Store Location**” means any retail location, other than a Store (or Retailer website), which accepts debit cards in payment for goods and/or services purchased at such location.

“**Non-Termination Right Service Level**” means a Service Level designated as such in Schedule 9.3 or in any other writing signed by the Parties. Bank shall use commercially reasonable efforts to address any failure to meet Non-Termination Right Service Levels.

“**Nonpublic Personal Information**” has the meaning given to it in Section 8.1(a).

“**Object Code**” has the meaning given to it in Section 13.2.

“**OFAC**” means the Office of Foreign Assets Control.

“**Online Bill Payment Services**” has the meaning given to it in Section 1.5.

“**Online Loads**” has the meaning given to it in Section 4.1.

“**Online Services Agreement**” has the meaning given to it in Section 1.12(a).

“**Operating Procedures**” means the instructions and procedures established or amended from time to time for the operation of the Card Program as provided for in Section 1.5(c) and/or the operation of the Load Program as provided for in Section 4.4, as applicable.

“**Ordinary Termination Event**” has the meaning given to it in Section 15.4(e)(iv).

“**Original Interchange Rate**” has the meaning given to it in Section 1.5(d)(viii)(b).

“**Other MoneyCards**” has the meaning given to it in Section 15.1.

“**Participating Store**” means any Store that participates in the Program in accordance with the provisions of this Agreement, provided that, in the event that Wal-Mart.com is added as a Party to this Agreement, all references in this Agreement to states in which Participating Stores are located shall include the states in which any Person(s) conducting a transaction under the Program with Wal-Mart.com resides and, for purposes of this Agreement, any such transaction shall be deemed to be a transaction conducted at a Participating Store in such state.

“**PCI Standards**” has the meaning given to it in Section 8.4(d).

“**Permanent Walmart MoneyCard**” has the meaning given to it in the Section 1.2.

“**Person**” means any individual, firm, company, corporation, unincorporated association, partnership, limited liability company, trust or other entity; for purposes of the definition of “Prohibited Change in Control”, the term shall include any group that is deemed to act together under Rules 13d-3 and 13d-5 under the Securities Exchange Act of 1934, as amended.

“**Pilot**” has the meaning given to it in Section 12.9(a).

“**PIN**” means a personal identification number used as a security control on an Account.

“**Placement**” has the meaning given to it in Section 15.1.

“**POS Loads**” has the meaning given to it in Section 4.1.

“**[*] Commission**” has the meaning given to it in Schedule 4.4(d).

“**POS Load Data**” has the meaning given to it in Section 4.10(a).

“**POS Load Funds**” has the meaning given to it in Section 4.10(a).

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“**POS Location**” means an electronic cash register or similar device at the physical place at which a Purchase is made in a Participating Store, excluding Lease Departments.

“**Preferred Plan**” means the pricing plan in which any Cardholder who loads [*] to his or her Walmart MoneyCard shall have the following month’s [*].

“**Privacy Policy**” has the meaning given to it in Section 8.1(a).

“**Projected Behavioral Curve Revenue**” has the meaning given to it in Schedule 5.2(A)(2).

“**Program**” means, collectively, the Load Program and the Card Program.

“**Program Consumer Information**” means all information: (i) provided to Bank by Cardholders or by third parties (other than Retailer) in connection with the activation or servicing of a Walmart MoneyCard; (ii) that Bank receives in its capacity as the issuer and/or processor of Walmart MoneyCards; (iii) Retailer Customer Information; and (iv) all information derived from (i), (ii) and / or (iii).

“**Program Conversion**” has the meaning given to it in Section 1.5(d)(viii)(a).

“**Program Expenses**” has the meaning given to it in Section 3.1(a).

“**Program Information**” has the meaning given to it in Section 8.2(b).

“**Program Management Committee**” has the meaning given to it in Section 10.1.

“**Program Month**” has the meaning given to it in Schedule 5.2(A)(3).

“**Program P&L Statement**” has the meaning given to it in Section 1.5(f)(i).

“**Program Quarter**” means each three month period beginning on the Effective Date.

“**Program Representatives**” has the meaning given to it in Section 10.1(c).

“**Program Revenue**” means, [*] the [*] of [*] received by [*] from the [*] for [*] and [*] derived from [*] and [*] other [*] under the [*]: (i) [*] on [*] with [*]; (ii) [*] to [*]; (iii) [*] for [*] to [*] or [*] other than a [*]; and (iv) [*] for [*] to [*] at a [*] other than [*].

“**Program Year**” means each period of time beginning on May 1st and ending the following April 30th during the Term.

“**Program Territory**” means the states of the United States (excluding Vermont) and the District of Columbia, as may be modified from time to time by mutual agreement of the Parties.

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“Prohibited Change of Control” means either: (i) any Change in Control with respect to Green Dot, or any transaction in which a Person acquires all or substantially all of Green Dot’s assets, if the Person that acquires Control of Green Dot, or all or substantially all of Green Dot’s assets (a) is not at least as financially sound as Green Dot and/or not at least as capable of meeting the obligations of Green Dot under this Agreement as Green Dot, or the surviving entity’s Interest Coverage Ratio is 2:1 or less upon the consummation of the Change of Control; (b) is the debtor under any proceeding under any bankruptcy, insolvency, reorganization, liquidation or similar law, or has made any assignment or general arrangement for the benefit of creditors (and such assignment or arrangement is in effect on the date of the acquisition), or has had a liquidator, receiver or similar official appointed with respect to it or any substantial portion of its assets, or is insolvent (however evidenced) or will become insolvent as a result of such acquisition, or is generally unable to pay its debts as they fall due; (c) in the commercially reasonable judgment of Retailer or Bank, would cause harm to the goodwill or reputation of Retailer or Bank or the Retailer or Bank name or brand; (d) is, or one or more of its Affiliates, successors or assigns are, in the business of operating general merchandise or grocery retail sales outlets or providing [*]; or (e) has been engaged in material litigation with Retailer or Bank in the past ten (10) years or there has been the threat of such material litigation; or (ii) for a period of [*] after a Change of Control, for reasons resulting from the Change of Control, neither [*] nor [*] is employed by Green Dot and playing a substantial and active role in the management of Green Dot. For purposes of clarification, (1) an initial public offering by Green Dot, or an internal reorganization among Affiliates shall not, by itself, be considered a “Prohibited Change of Control” hereunder; (2) Retailer will not unreasonably exercise its termination right under Section 15.3(j) for a Prohibited Change of Control triggered solely by a transfer to a provider of consumer financial services or one of its Affiliates; and (3) Retailer will not exercise, or threaten to exercise, its termination right under Section 15.3(j) for a Prohibited Change of Control for purposes of renegotiating this Agreement.

“Promotional Materials” has the meaning given to it in Section 1.9.

“[*] MoneyCards” has the meaning given to it in Section 12.7(e).

“Purchase” means (i) the purchase by a Cardholder of any goods and/or services; and (ii) any “cash-over” transactions made with such purchases.

“Regulations” has the meaning given to it in Section 8.1(a).

“Relevant Behavioral Curves” means the fees set forth on Schedule 1.5(d)(v).

“Reload Fee” means the fees and charges imposed on Cardholders by Bank for each POS Load at Retailer.

“Reload Pack” means a MoneyPak.

“Reload Pack Commissions” has the meaning given to it in Section 4.3(c).

“Reload Pack Data” has the meaning given to it in Section 4.10(a).

“Reload Pack Funds” has the meaning given to it in Section 4.10(a).

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“**Reload Pack Sales**” has the meaning given to it in Section 4.1.

“**Repeated SLA Failure**” has the meaning given to it in Section 15.3(f).

“**Repeated Super SLA Failure**” has the meaning given to it in Section 9.3(d).

“**Replacement Bank**” has the meaning given to it in Section 15.3(i).

“**Retailer**” means 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. and their successors and permitted assigns.

“**Retailer BIN**” has the meaning given to it in Section 1.1.

“**Retailer Created Technology**” has the meaning given to it in Section 13.1(a).

“**Retailer Custom Developed Technology**” has the meaning given to it in Section 13.4.

“**Retailer Customer**” means a customer of Retailer, whether or not such customer has received a Retailer Customer Number.

“**Retailer Customer Information**” has the meaning given to it in Section 1.3.

“**Retailer Customer Number**” means the unique eleven-digit number accorded to an Account and embossed on the back of a Permanent Walmart MoneyCard.

“**Retailer Marketing Information**” has the meaning given to it in Section 8.2(k).

“**Retailer Marks**” has the meaning given to it in Section 12.3(a).

“**Retailer Owned Modifications**” has the meaning given to it in Section 13.1(a).

“**Retailer Program Representative**” has the meaning given to it in Section 10.1(c).

“**Retailer Technology**” has the meaning given to it in Section 13.1(a).

“**Retailer Transaction Information**” has the meaning given to it in Section 8.2(b).

“**Sales Forecast**” has the meaning given to it in Schedule 5.2(A)(1).

“**Scheduled Maintenance Window**” means a scheduled period of time mutually agreed by Retailer, Bank and Servicer during which maintenance or other activities are to be performed and the time actually used, such time not to exceed eight (8) hours per calendar month. Each Party shall provide the other not less than sixty (60) days prior written notice of any requests for changes to its Scheduled Maintenance Window. Extensions to a Scheduled

Maintenance Window, and any rescheduled Maintenance Window for which the Party has not provided its written consent shall be deemed Unexcused Downtime.

“**Service Agreement**” has the meaning given to it in Section 15.3(l).

“**Service Levels**” has the meaning given to it in Section 9.3(a).

“**SLA Penalty**” has the meaning given to it in Section 9.3(c).

“**Solvent**” as to a Person, means (a) the present fair salable value of such Person’s assets is in excess of the total amount of its liabilities, (b) such Person is presently able generally to pay its debts as they become due, and (c) such Person does not have unreasonably small capital to carry on such Person’s business as theretofore operated and all business in which such Person is about to engage. The phrase “**present fair salable value**” of a Person’s assets is intended to mean that value which can be obtained if the assets are sold within a reasonable time in arm’s-length transactions in an existing and not theoretical market.

“**Span of Control**” means any equipment, software, system, network or other infrastructure and those areas of functionality and availability with respect to, or utilized to provide, services, as applicable, that are under the control of a Party, its subcontractors or agents.

“**Specified Event**” has the meaning given to it in Section 15.3(l).

“**[*]**” has the meaning given to it in Section 15.3(p).

“**Store**” means any retail store within the United States that is owned or operated by Retailer under the Retailer Marks or successors thereto.

“**Super Service Level**” has the meaning given to it in Section 9.3(b).

“**Temporary Pricing Promotions**” means temporary, roll-back, pricing promotions in which (x) [*] or (y) [*]; provided, however, that, for each of (x) and (y), [*] may conduct one or more such promotions so long as the periods during which each such [*] is offered do not [*] per Program Year.

“**Temporary Walmart MoneyCards**” has the meaning given to it in Section 1.2.

“**Term**” has the meaning given to it in Section 15.1.

“**Terminal**” means a point-of-sale electronic terminal at a Store through which Walmart MoneyCard electronic financial transactions are conducted.

“**Termination Period**” means a period of [*], established by the Agreement, between a notice of termination of the Agreement and the Agreement Termination Date.

“**Transition Plan**” has the meaning given to it in Section 1.5(d)(viii).

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“Unexcused Downtime” means the total number of minutes any referenced system, component or service is not available for Use during a calendar month, excluding Excused Downtime.

“Walmart CheckFree Agreement” means the agreement between Retailer and CheckFree dated March 27, 2008.

“Wal-Mart Financial Services” means the financial products and services offered from time to time under the “Wal-Mart Financial Services” label, including, but not limited to, payroll check cashing, money transmission, Money Center Express, home mortgages, bill payment, and products and services offered from time to time under any co-branding agreement with Bank.

“Walmart MoneyCard” has the meaning given to it in Section 1.1.

“Walmart MoneyCard Documentation” means with respect to a Walmart MoneyCard, any and all documentation or materials relating to the Walmart MoneyCard, including (a) the Walmart MoneyCard itself, (b) Walmart MoneyCard packaging or mailers, (c) Walmart MoneyCard Terms, (d) Walmart MoneyCard statements, (e) adverse action information, (f) change of terms notices, (g) correspondence, memoranda, documents, instruments, certificates, agreements and invoices (to the extent that the foregoing are authored and delivered solely by Bank), (h) any and all amendments or modifications to the materials lists in clauses (a) through (g), however stored or kept, and (i) any other information written by Bank relating to a Walmart MoneyCard; provided, that “Walmart MoneyCard Documentation” shall not include materials used for advertising or solicitation including advertising or solicitations of credit-based promotions other than references or descriptions of debit features available under the Program which have been approved in writing by Bank prior to their use.

“Walmart MoneyCard Fees” has the meaning given to it in Section 1.5(d)(ii).

“Walmart MoneyCard Shrinkage” means the cost of Temporary Walmart MoneyCard inventory lost through theft, obsolescence or other causes after delivery to the Participating Stores.

“Walmart MoneyCard Terms” means the terms and conditions agreed to by Bank and each Cardholder which govern a Walmart MoneyCard and pursuant to which such Cardholder may load the Walmart MoneyCard and use the Walmart MoneyCard to make Purchases, cash withdrawals at ATMs and any other transactions contemplated by this Agreement, together with any modifications or amendments which may be made to such terms.

“Walmart MoneyCard Website” has the meaning given to it in Section 9.1.

“Wire Report” has the meaning given to it in Section 6.1(d).

“Written Procedures” has the meaning given to it in Section 4.5.

SCHEDULES TO
WALMART MONEYCARD PROGRAM AGREEMENT

Schedule 1.5(c)

Operating Procedures for the Card Program

Capitalized Terms not defined herein have the meaning set forth in the Agreement.

Training

- Retailer shall train its employees in the proper distribution of Temporary Walmart MoneyCards. Retailer shall accept cash and debit cards as the only form of payment for issuance of Temporary Walmart MoneyCards.
- Retailer shall train its employees to offer a [*].
- Retailer shall train its associates to instruct Cardholders to contact Bank customer service if there is a dispute on the Walmart MoneyCard.
- Retailer shall train its associates to follow these Operating Procedures with the agreed upon training materials. Training instructions shall be provided by Bank to Retailer.

Card Program-General

- Retailer shall be responsible for the risk associated with [*].
- Retailer shall keep and maintain the accounting for the Card Program. Retailer shall transmit amounts owed to Bank in accordance with the Agreement.
- The magnetic strip is not swiped for the issuance of a Temporary Walmart MoneyCard.

Returns/Credits

- Retailer shall not provide any refunds to Cardholders for the issuance of a Temporary Walmart MoneyCard, and shall instruct customers seeking a refund to call Bank.
- For merchandise purchased with a Walmart MoneyCard, Retailer shall process a return or adjustment to the Walmart MoneyCard in accordance with Retailer's standard policies and procedures.

Lost/Stolen Walmart MoneyCards

- If a Cardholder calls Retailer to report a lost or stolen Walmart MoneyCard, Retailer shall instruct the Cardholder to immediately call Bank customer service
- If a Cardholder is in a Participating Store and reports a lost or stolen Walmart MoneyCard or has sent correspondence to Retailer to report a lost or stolen Walmart MoneyCard, Retailer shall call Bank and forward written correspondence to Bank customer service on behalf of the Cardholder.

Card Cancellation

- If a Cardholder calls Retailer in order to cancel their Walmart MoneyCard, Retailer shall instruct Cardholder to call Bank
- If a Cardholder is in a Participating Store and wishes to cancel their Walmart MoneyCard, Retailer shall call Bank customer service on behalf of the Cardholder and advise the representative that the Cardholder wishes to cancel their card.
- Under no circumstances shall Retailer or its associates retain or destroy a Walmart MoneyCard on behalf of a Cardholder.
- If Cardholder notifies Retailer via mail that they wish to cancel their Walmart MoneyCard, Retailer shall forward such correspondence to Bank customer service.

* **Confidential Treatment Requested.**

Balance Inquiries

- Retailer shall conduct balance inquiry transactions through the applicable Network Provider and Retailer's Network Acquirer.
- Retailer shall train its associates to complete free balance inquiries at Terminals, other than those located in Lease Departments.
 - Retailer shall instruct Cardholder to swipe the Walmart MoneyCard
 - Retailer transmits a request for a balance inquiry
 - Retailer will issue to the Cardholder a receipt for the available balance amount
- The Walmart MoneyCard must be present at the time of the balance inquiry. The magnetic stripe of the Walmart MoneyCard must be swiped and not hand-keyed.

Transmission of Authorization Request

When requesting an authorization for the initial issuance of a Temporary Walmart MoneyCard, Retailer shall send Bank the Walmart MoneyCard number, amount, time of day, Retailer merchant ID, PIN (if applicable), and transaction type. When seeking authorization for balance inquiries, Retailer shall send Bank the Walmart MoneyCard Number, time of day, Retailer merchant ID, and transaction type.

Schedule 1.5(d)(iv)
Cardholder Terms and Walmart MoneyCard Fees

This Cardholder Agreement ("Agreement") sets forth the terms of your **Walmart MoneyCard**, which includes both the **Temporary Walmart MoneyCard** that you received at a Walmart store ("Temporary Card"), as well as the **Personalized Card** that you received later. Please read this Agreement carefully and keep it for your records. In this Agreement, the words "you" and "your" mean the individual who purchased a Temporary Card or to whom we issue a Personalized Card. "We" and "us" mean GE Money Bank, the issuer of the Walmart MoneyCard. "Our Mail Address" is P.O. Box 1187, Monroeville, CA 91077; and "Green Dot" means Green Dot Corporation. A "transaction" means any use of your Walmart MoneyCard to make a purchase or obtain cash.

1. Your Agreement. By activating, using, or making another person to use the Temporary Card or Personalized Card, you agree to this Agreement for the Temporary Card and for the Personalized Card. If you do not agree to this Agreement, do not use your Walmart MoneyCard, open your account, and cancel by calling toll-free (877) 955-4086. We will refund the amount loaded to the Temporary Card and any fees you paid if you cancel before it is activated and before anyone uses it.

2. Description of the Walmart MoneyCard. The Walmart MoneyCard is a prepaid card and not a device that accesses money in an individual checking or savings account. When you use the Walmart MoneyCard, you are releasing the value of the card and not making a withdrawal from a deposit account. The Walmart MoneyCard is NOT a credit card or charge card that allows you to make purchases or obtain advances and pay later.

3. Activating Your Temporary Card. The one-time load to a Temporary Card may be made only at a participating Walmart store through the Green Dot Financial Network in a minimum amount of \$20, and a maximum of \$500 (or \$1,000 if you received the card by mail). You may also activate a Temporary Card using the Temporary Card and receive your Temporary Card either by going online to walmartmoneycard.com or by calling toll-free (877) 955-7948. You must have both your Temporary Card and receipt with you when you call to activate or for any refunds. After you activate your Temporary Card and we have verified your identity and confirmed that you are at least 18 years of age, we will send you a Personalized Card in the mail. If we are unable to verify your identity or confirm that you are at least 18 years of age, you will not receive a Personalized Card. We will return to you the amount loaded on the Temporary Card and fees you paid, or, at our option, allow you to use the Temporary Card until the balance on the card is zero. **Important Information About Procedures for Activating a Walmart MoneyCard.** To help the government fight the funding of terrorism and money-laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you activate your Temporary Card, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

4. Activating Your Personalized Card. When you receive your Personalized Card in the mail, you will need to activate it by logging on to walmartmoneycard.com, or by calling toll-free (877) 955-7948. Once you activate your Personalized Card, the amount remaining on the Temporary Card will be transferred automatically to your Personalized Card, and you will no longer be able to use the Temporary Card.

5. Reloading Your Personalized Card. You may reload additional amounts onto your Personalized Card after it is activated:

- With cash at a PIN-enabled debit card at any participating Walmart store in the United States.
- By cashing a payroll check from your employer or a government-issued check at a Walmart store in the United States and asking the store associate to load the value to your Walmart MoneyCard.
- At retail locations (including participating Walmart stores) that participate in the Green Dot® Financial Network; and
- By direct deposit from your employer or wages.

If you reload your Personalized Card by presenting your Walmart MoneyCard to a cashier at a participating Walmart store, we will charge the fee listed in the chart in Section 10. Walmart may also charge you a fee for cashing a check. Please note that if you reload your Personalized Card at other locations, or if you reload your Personalized Card by purchasing a MoneyPin, we do not charge you a fee but those businesses or Green Dot may charge a fee to you for the service they provide. Calculating direct deposits from your employer, the maximum amount that may be loaded to a Personalized Card in a single reload is \$2,500. In no event may the balance of any Personalized Card exceed \$3,000. For security reasons, there may be additional limits on the amount, number or type of reloads you can make to your Walmart MoneyCard. Additional information about reloading through the Green Dot Financial Network, the Green Dot Financial Network, operated by Green Dot, is a nationwide network of retail locations. Many retail merchants, including participating Walmart stores, participate in the Green Dot Financial Network by selling MoneyPins or accepting other reloads. To reload through the Green Dot Financial Network just purchase a MoneyPin or follow the retailer's instructions. If you purchase a MoneyPin, you will need to visit getmoneypin.com or call Green Dot at the number provided on the MoneyPin or the retailer's instructions. Once you receive the reload, your funds will be immediately applied to your Personalized Card. Additional information about Reloading through Direct Deposit: If you have arranged to have direct deposits made to your Personalized Card at least once every 60 days from the same person or company, you can call us at (877) 955-4086 to find out whether or not the deposit has been made.

6. Use of Card. The Walmart MoneyCard may only be used for personal, family or household purposes. You may use your Walmart MoneyCard for the following transactions:

- To make purchases everywhere debit Visa cards are accepted (your Personalized Card can be used worldwide, but your Temporary Card cannot be used for transactions outside of the United States and merchants without a wage terminal cannot honor your Temporary Card).
- To make purchases and to obtain cash back when you make a purchase at any participating Walmart store or Sam's Club or other merchants that accept debit Visa cards or Interlink network PIN based cards (though some merchants may not provide cash back).
- To obtain cash from participating ATMs that accept debit Visa or Interlink network cards or from participating financial institutions.
- You may not use your Walmart MoneyCard to: (a) obtain more than \$400 in cash from ATMs each day; or (b) to purchase more than \$3,000 (or the amount on your Card, if less) worth of goods or services (including any cash back) in point-of-sale transactions each day. For security reasons, there may be additional limits on the amount, number or type of transactions you can make using your Walmart MoneyCard.

7. Preauthorized payments. If you have had an advance or make regular payments using your Walmart MoneyCard, you can stop any of these payments. Please call us at (877) 955-4086, or write us at Our Mail Address, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing, to provide us with a copy of your notice to the payee requesting the payee's authority to originate debits to your card, and give it to us within 14 days after you call. If we do not receive the written confirmation within 14 days, we may honor subsequent debits to your Walmart MoneyCard. If these regular payments may vary or result, the person you are paying for any bill will bill you 10 days before each payment, when it will be made and how much it will be. If you order us to stop one of these regular payments, 3 business days or more before the transaction is scheduled, and we do not do so, we will be liable for your losses or damages. If you intend to use your Walmart MoneyCard for recurring transactions (ones that are automatically charged to your card each month by a merchant), you should monitor your card balance to make sure it is sufficient to cover the transactions. Because your Walmart MoneyCard is prepaid and does not carry a credit line, a merchant that you have authorized to submit recurring transactions may suspend or cancel your service if the card does not have enough value when the recurring transaction is submitted.

8. Additional Personalized Card. You can ask us to issue an additional Personalized Card, in the name of a person identified by you, that will be linked to your Personalized Card. We may ask for information about the person to whom you want us to issue an additional Personalized Card and reserve the right to not approve your request for an additional Personalized Card. If you have a Student Edition Walmart MoneyCard, your second Personalized Card will not be sent to you until you request it. Only two Personalized Cards may be linked together. Value may be added to linked Personalized Cards using other Personalized Cards, and any value added to the linked Personalized Cards may be accessed by both Personalized Cards. Both linked Personalized Cards are governed by this Agreement, and all reloads and transactions on linked Personalized Cards will be considered together for purposes of the transaction and reload limits. The persons to whom we issue linked Personalized Cards are responsible individually and together for all obligations under the Agreement for both cards. We may honor instructions from one of you with respect to linked Personalized Cards, even if we receive conflicting or no instructions from the other person. Any notices regarding linked Personalized Cards may be provided only to the person who requested the additional Personalized Card.

9. Your Responsibilities. You are responsible for the following:

- You must maintain value on your Walmart MoneyCard to pay for each transaction and all applicable fees. If you attempt a transaction for more than the value available on your Walmart MoneyCard, the transaction may be declined.
- You agree we may deduct the amount of your transactions and applicable fees, and any other amount you owe us in connection with any Temporary Card or Personalized Card, directly from the balance of your Walmart MoneyCard.
- You must pay us immediately on demand if, for any reason, your Walmart MoneyCard does not have a sufficient balance to cover the amount of a transaction and amounts owed to us.
- You will not authorize anyone else to use your Walmart MoneyCard, or transfer your card to anyone. You are not permitted to rent your Walmart MoneyCard.
- You will not use your Walmart MoneyCard in an illegal reload or transaction or in connection with an internet gambling transaction.
- You will take reasonable steps to protect the security and confidentiality of the PIN you need for your Walmart MoneyCard.
- You will notify us right away if you believe your Walmart MoneyCard or PIN has been lost or stolen or that someone has used or may use your card or PIN without your permission. You can notify us online at walmartmoneycard.com or by calling (877) 955-4086 or writing to us at Our Mail Address or, See "Your Liability for Unauthorized Use of Your Walmart MoneyCard or PIN."
- You agree to cooperate with us in our investigation of any possible unauthorized use of your Walmart MoneyCard.

10. Fees. We will charge the fees listed below for your Walmart MoneyCard. We can change the fees as described in section 21 below.

Standard Fees	Standard Fees	Standard Fees
One-time Temporary Card Issuance Fee at Walmart store	ATM Cash Transaction - International	Lost/Stolen Replacement Personalized Card
- Standard Walmart MoneyCard \$3.00	ATM Balance Inquiry \$1.00	PIN Debit Purchase \$6.00
- Student Edition Walmart MoneyCard \$6.00	POB Cash Back \$0.00	Signature Debit Purchase \$6.00
Reload Personalized Card at Walmart (No Check Cashing)	Walmart FOS Balance Inquiry \$0.00	Stop Payment Order Fee (see section 7) \$6.00
Reload Personalized Card at Walmart (Check Cashing)	IVR (Automated Telephone System) Balance Inquiry \$0.00	Negative Balance Fee \$6.00
Reload Personalized Card at Green Dot Location (other than Walmart store)	Monthly Maintenance Fee \$3.00	Rush Delivery of Personalized Card \$20.00
Additional Personalized Card Fee - Standard Walmart MoneyCard \$3.00	Operator Assisted Call \$6.00	Foreign Transactions (see section 19) 2%
- Student Edition Walmart MoneyCard \$6.00	Teller Cash Transaction \$2.00	
ATM Cash Transaction - Domestic \$2.00		

When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a transaction).

11. Refunds and Merchant Disputes. If you are entitled to a refund for any reason, you agree to accept a credit to your Walmart MoneyCard instead of a cash refund, if the merchant does not provide cash refunds. You will settle all disputes about purchases you make using your Walmart MoneyCard with the merchant who honored the card. We are not responsible for the delivery, quality, weight, length or other aspect of goods or services that you purchase from others with the Walmart MoneyCard.

12. FDIC Insurance. No Interest Paid. Amounts that you load or reload on a Walmart MoneyCard are insured by the Federal Deposit Insurance Corporation ("FDIC") up to the maximum amount provided by applicable law. You will not receive any interest for the value on your Walmart MoneyCard (the interest rate is Annual Percentage Yield and 0%).

13. When Value on Your Card is Available. Our policy is to make value that you load to your Temporary Card available for you to use immediately after you activate the Card. In addition, our policy is to make value from a reload to a Personalized Card that you make by presenting your card at a deferrable or other authorized reload source at a retailer location participating in the Green Dot Financial Network (including Walmart or Sam's Club) available for you to use immediately after you complete the transaction with the retailer, unless the retailer tells you otherwise. Our policy is to make any value that you reload through the purchase of a MoneyPin from a retailer participating in the Green Dot Financial Network (including Walmart or Sam's Club) available to you when you contact Green Dot to activate the reload and receive confirmation. Direct deposit and other ACH credits to your Walmart MoneyCard are available when we receive the funds.

14. Authorizations and Authorization Holds. When you use your Walmart MoneyCard to pay for goods or services, certain merchants may ask us to authorize the transaction in advance and may estimate its final value. When we authorize the transaction, we commit to make the requested funds available when the transaction finally settles and may place a temporary hold on your Walmart MoneyCard's funds for the amount indicated by the merchant. Some merchants also may add an amount to ensure that sufficient funds will be available to cover the final transaction (such as an estimated tip). If the amount of the authorization request exceeds the value on your Walmart MoneyCard, the authorization may be declined. Transactions at certain merchants that authorize high dollar amounts, especially credit car companies and hotels, may cause an "authorization" or a "hold" on your available balance for up to 90 days. Until the transaction finally settles or we determine that it is unlikely to be processed, the funds subject to the hold will not be available to you for other purposes. We will only charge your Walmart MoneyCard for the correct amount of the final transaction, however, and we will restore any excess amount when the transaction finally settles. Please note that we may not immediately release authorizations without a certified letter or fax from the merchant. In addition, if you commence a purchase and the merchant obtains an authorization, and then you cancel the purchase without completing it, the authorization may result in a temporary hold for that amount of funds for 10 days, or longer in some cases.

15. **Sharing Information About You.** We will disclose information to third parties about your Walmart MoneyCard or the transactions, loads, and reloads you make:

- Where it is necessary for completing transactions, loads, or reloads
- In order to verify the residence and condition of your Walmart MoneyCard
- If you give us express permission; and
- As otherwise provided in our Privacy Policy

Please refer to our Privacy Policy that accompanies this Agreement. You hereby agree to collection, use, and sharing of information about you and your Walmart MoneyCard as provided in our Privacy Policy, which is a part of this Agreement.

16. **Obtaining Walmart MoneyCard Information: Receipts.** You may obtain information about the amount of value you have remaining on your Walmart MoneyCard by calling (877) 937-4098, or at any Walmart or Sam's Club register. This information, along with a 60-day history of card transactions and reloads, is also available on-line at walmartmoneycard.com. You also have the right to obtain a 60-day written history of your Walmart MoneyCard transactions and reloads by calling (877) 937-4098, or by writing us at Our Mail Address. You can get a receipt at the time you make any transaction or load with your Walmart MoneyCard at an ATM or point-of-sale terminal.

17. **Periodic Statements for Personalized Cards.** You may request to receive periodic statements for your Personalized Card by calling us at (877) 937-4098 or on-line at walmartmoneycard.com. You may request an individual periodic statement or periodic statements for each monthly cycle in which a Personalized Card is used. You may also request the right to stop sending regular periodic statements if your Personalized Card is inactive.

18. **Your Liability.** If we do not complete a load or reload to, or transaction from, your Walmart MoneyCard on time or in the correct amount according to our agreement with you, we will be responsible for your losses or damages to the extent required by federal law. However, there are some exceptions. We will not be liable, for instance, (a) if, through no fault of ours, you do not have enough money available on your Walmart MoneyCard to make the transaction; (b) if the ATM, bank, or merchant where you are trying to obtain cash does not have enough cash; (c) if the system, ATM or POS terminal was not working properly and you knew about the breakdown before you started the transaction, load, or reload; (d) if circumstances beyond our control (such as fire or flood) prevent or delay the transaction, load, or reload from being completed; despite reasonable precautions that we have taken; (e) if you attempt to use a Walmart MoneyCard that has not been properly activated; (f) if the Walmart MoneyCard has been reported as lost or stolen, has been suspended by us, or we have reason to believe a transaction was not authorized by you; or (g) if Walmart or Green Dot does not properly transmit transaction, load, or reload information to us. There may be other exceptions stated in our agreement with you provided by applicable law.

19. **Foreign Transactions.** If your Walmart MoneyCard is used in a transaction that is submitted to the Visa or Interlink networks in a currency other than U.S. dollars, Visa will convert the transaction amount into U.S. dollars using its currency conversion procedure. Under the currency conversion procedure that Visa currently uses, the non-U.S. dollar transaction amount is converted into a U.S. dollar amount by multiplying the transaction amount in the non-U.S. dollar currency by a currency conversion rate. The currency conversion rate that Visa typically uses is either a government-mandated rate, or a wholesale rate provided to Visa. The currency conversion rate that Visa uses for a particular transaction or reload will vary from the applicable currency rate for that transaction or reload. This rate may differ from the rate in effect when the transaction occurred or when it was posted to your Walmart MoneyCard, and may be higher than the rate you could have gotten if you had converted U.S. dollars into cash. If a transaction initially in a foreign currency is converted to U.S. dollars before it is entered into the Visa or Interlink networks, the conversion rates and fees of the company that did the conversion will apply. We charge a fee of 2% of the dollar amount of each transaction that you make in a country other than the United States, whether or not the transaction was in a foreign currency.

20. **Termination/Expiration.** We may, at any time, suspend your Walmart MoneyCard and your ability to use your Walmart MoneyCard, for any reason allowed by law, such as if we suspect possible fraud or suspicious activity, or for security reasons. We may, at any time and for any reason, terminate a Walmart MoneyCard and your use of the Walmart MoneyCard. Your Walmart MoneyCard will expire on any expiration date on the card. Upon termination or expiration, we may stop accepting reloads to and/or transactions from the Walmart MoneyCard and we may decline to authorize a transaction with the Walmart MoneyCard. If we terminate your Walmart MoneyCard or it expires and we do not provide a substitute or replacement card, we will return to you any value remaining on the Walmart MoneyCard unless we are prohibited by law from doing so. You remain responsible for any use of your Walmart MoneyCard even after the card is terminated or expires. To the extent permitted by law, you agree to pay attorney's fees and collection costs we incur in collecting amounts you owe us and enforcing our rights under this Agreement.

21. **Changes/ Waiver.** We reserve the right to change, delete or add to this Agreement and to apply any such modification to a Walmart MoneyCard that has been issued to you and to value on your Walmart MoneyCard. We will provide you notice of any such modification as required by applicable law. If we decide not to enforce our rights or charge a fee in one situation, we are not giving up our right to enforce it or to charge the fee in a later situation.

22. **Choice of Law.** This Agreement and all aspects of your relationship with us with regard to your Walmart MoneyCard are governed by and construed in accordance with federal law and, to the extent that state law applies, the laws of the State of Utah.

23. **Arbitration Terms.** (a) Our business days are Monday through Friday, except for federal holidays. (b) The Walmart identification number printed on the back of your Personalized Card is a number that we give to you on behalf of Walmart so that Walmart and its affiliates can better serve you. We do not use that number and we are not responsible for the use of that number by you, Walmart, Sam's Club, or any third parties with whom any of them may share the number. (c) Our agents or we may monitor your telephone calls with us and our servers or agents. (d) You will notify us promptly if you change your address or telephone number. (e) We may transfer any of our rights or obligations. You may not transfer any of your rights or obligations. (f) If any provision of this Agreement is determined to be void or unenforceable, all other provisions of this Agreement shall remain valid and enforceable. (g) This Agreement constitutes the entire agreement between you and us relating to the Walmart MoneyCard and supersedes any other prior or contemporaneous agreement between you and us. (h) Use of a Walmart MoneyCard is subject to all rules and customs of Visa, Interlink, Green Dot and any other designee or network involved in the transaction, load, or reload.

24. **ARBITRATION.** The terms that you receive with your Personalized Card contains an arbitration provision that applies to your Walmart MoneyCard and may substantially limit your rights in the event of a dispute, including your right to litigate in court or have a jury trial, discovery and appeal rights, and the right to participate as a representative or member of a class action. You have a right to reject the arbitration provision, by following the instructions in the arbitration provision. If you reject arbitration, it will have no effect on any other terms of the Agreement.

***** Your Liability for Unauthorized Use of Your Walmart MoneyCard or PIN *****
You will not lose any part of the money on your Walmart MoneyCard based on an unauthorized use if you have exercised reasonable care in safeguarding your card and PIN from loss or theft. However, if these conditions are NOT met, you could lose the lesser of \$50 or the amount of unauthorized use (not more than your Walmart MoneyCard balance). If you believe your Walmart MoneyCard or PIN has been lost or stolen, report it on-line at walmartmoneycard.com or call (877) 937-4098, or write to Our Mail Address.

***** Notice of Error Resolution Rights for Your Walmart MoneyCard—Keep This Notice For Future Use *****

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR WALMART MONEYCARD:
Telephone us at (877) 937-4098 or write to us at Our Mail Address, as soon as you can if you think an error has occurred on your Walmart MoneyCard. We must allow you to report an error until 60 days after the earlier of the date you electronically access your Walmart MoneyCard, if the error could be viewed in your electronic history, or the date we send the FIRST written history on which the error appears. You may request a written history of your transactions and reloads at any time by calling us at (877) 937-4098 or writing us at Our Mail Address. You will need to tell us:

- (1) Your name and Walmart MoneyCard number;
- (2) Why you believe there is an error, and the dollar amount involved;
- (3) Approximately when the error took place.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your Walmart MoneyCard within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your Walmart MoneyCard. For errors involving new customers, point-of-sale, or foreign-initiated transactions, loads, or reloads, we may take up to 90 days to investigate your complaint or question. For new customers, we may take up to 20 business days to credit your Walmart MoneyCard for the amount you think is in error. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. If you need more information about our error-resolution procedures, call us at (877) 937-4098 or visit walmartmoneycard.com.

***** Privacy Policy *****
This Privacy Policy describes our information collection and sharing practices. Please read it carefully. This Privacy Policy applies only to current and former customers, and people who purchase a Temporary Card or request activation of a Walmart MoneyCard, in their relationships with us relating to the Walmart MoneyCard and Walmart MoneyCard services that you may request or receive from us ("Our Services"). This Privacy Policy does not apply to any information we obtain in connection with any other relationship you may have with us. For purposes of this Privacy Policy, an "Affiliate" is a company that is related to another company by common control or ownership (i.e., companies in the same corporate family), including non-financial companies, and "information" is personally identifiable information obtained in connection with Our Services.
Information We Collect And Sources Of Information. We collect personally identifiable information about you (such as your address, phone number, social security number, and information about transactions, loads, reloads, and items purchased) for identification, contact, marketing, servicing and other purposes. We obtain information about you directly from you (such as through applications), through your use of our products and services, and from third parties (such as credit bureaus and demographic firms). Occasionally, we may also collect information about you online using "cookies" (small pieces of data stored by your internet browser on your computer) or other technology that may be used to remember preferences for you, to track your website usage with us, and to provide you with customized content, among other things. Information We Share with Others – We may use and share all of the information we collect, subject to applicable law, with the following (these categories are not intended to be all-inclusive): Mail-Start Direct, Inc., Sam's Club and their Affiliates (the "Walmart Companies"), for use in connection with the Walmart MoneyCard program and for Walmart to arrange for other Walmart financial services, for purposes of updating and creating their customer records for you, to assist them in better serving you, and to provide you with notices of promotions, catalogs and offers. Information also may in turn be shared by Walmart or on Walmart's behalf with service providers of the Walmart Companies in order to help bring you Walmart financial services, and as otherwise permitted by law. Service Providers, (including our Affiliates) to assist us in servicing credit and providing Our Services, the providing you card information and promotional materials, and responding to customer inquiries. We may also use marketing firms, such as marketing companies, to assist us in our own marketing efforts. Financial Institutions with Whom We Jointly Offer Financial Products, such as loan products. If your address for the card is in Vermont or California, this information will be limited to your name and contact information, and transaction, load, reload and expense information or your card. Our Affiliates, who are other companies in the General Electric Company corporate family ("GE Family"), for servicing or marketing purposes, subject to your right to opt out of sharing of credit eligibility information, such as certain information from credit bureaus and your application, as provided in the It's Your Choice section below. Third Parties, who are interested in offering special products or services to you, subject to your right to opt out as provided in the It's Your Choice section below. For example, we may disclose information to financial services providers offering products such as insurance, mortgages or loans, and non-financial companies offering consumer products and services. We may disclose name, address and telephone numbers, as well as Walmart MoneyCard transaction, load, reload, purchase and usage and maintenance history. Others: We may buy and sell assets, lines of business and/or cards. When this occurs, customer information generally is disclosed to buyers and to one of the transferred business assets. We also disclose information about you to third parties in certain other circumstances, as permitted by law.

It's Your Choice – You have the right to opt out of our sharing of information with certain third parties, as described below. To opt out please call us toll-free at (877) 937-4098 or write to us at Our Mail Address. If you have previously informed us of your preference in connection with the Walmart MoneyCard, you do not need to do so again. Please do not share information about me with companies outside the GE Family. Please do not share with companies within the GE Family information you use to determine my eligibility for credit. And please do not allow companies within the GE Family to solicit me for products and services based on transaction, load, reload, experience or credit eligibility information they receive from you.

Important Notes About Your Choice

- Please understand that, even if you opt out as described above, we will continue to share information with joint marketing partners and service providers as described in this policy, and as otherwise permitted by law. And we will continue to share information that identifies you, and about your transactions, loads, reloads and expenses with us, with companies within the GE Family.
- We will process your request promptly. However, it may take us several weeks to ensure that all records are updated with your preference. In the interim, you may continue to be included in programs as described above. Also, after your request is processed, you may still be contacted by our Affiliates and/or other companies based on their own information.
- Even if you opt out, we will continue to provide you with notices of special offers and new benefits.
- Vermont & California Residents: If your initial address for your Walmart MoneyCard is in Vermont or California, we will treat you as if you had exercised the opt-out choice described above and you do not need to be contacted us in order to opt out. If you move from Vermont or California and you wish to restrict us from sharing information about you as provided in this Policy, you must then contact us to exercise the opt-out choice described above.

Our Security Procedures – We maintain physical, electronic, and procedural safeguards that comply with federal standards to guard nonpublic personal information about you. We limit access to personal and card information to those employees and agents who assist us in providing products and services to you. We also require third parties to whom we disclose nonpublic personal information to adhere to this Privacy Policy and to establish information security procedures. Your Access to Information – We provide you access to information about your card by providing you statements, and by providing customer service representatives to answer your questions. How This Policy Applies to You – The examples contained in this Privacy Policy are illustrations only, and are not intended to be all-inclusive. If you decide to terminate your Walmart MoneyCard or become an inactive customer, or if we close or suspend your Walmart MoneyCard, we will continue to adhere to the privacy policies and practices described in this notice to the extent we retain information about you. We may amend this Privacy Policy at any time, and we will inform you of changes as required by law. You may have other privacy protections under state laws and we will comply with applicable state laws when we disclose information about you. GE Money Bank, Member FDIC

Schedule 1.5(d)(v)

Aggregate Cardholder Fee Revenue

[*] Months

- Initial issuance fee in connection with the issuance of Walmart MoneyCards: [*]
- Reload fees for Reload Packs and POS Loads with respect to the Walmart MoneyCards at Participating Stores: [*]
- Monthly maintenance fees assessed in connection with Walmart MoneyCards: [*]

* **Confidential Treatment Requested.**

Schedule 1.5(f)(i)

FORM OF P&L STATEMENT

Statements of Operations — Walmart MoneyCard Program

	Period Ended XXXX, XXX 2010
Operating revenues:	
[*]	\$ XXX
[*]	XXX
[*]	XXX
Total operating revenues	XXX
Operating expenses:	
[*]	XXX
[*]	XXX
[*]	XXX
[*]	XXX
[*]	XXX
[*]	XXX
[*]	XXX
[*]	XXX
Total operating expenses	XXX
Income before income taxes	XXX
Income tax expense (benefit)	XXX
Net income	XXX

Key components of the Walmart Money Card Program Statement of operations

Operating revenues

Our operating revenues consist of:

[*]

- [*]
- [*]
- [*]
- [*]

* Confidential Treatment Requested.

[*]
• [*]

[*]
• [*]

Operating expenses

Our operating expenses consist of:

[*]
• [*]

[*]
• [*]

[*]
• [*]

[*]
• [*]
• [*]
• [*]

[*]
• [*]

[*]
• [*]

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• [*]

[*]
• [*]
• [*]

[*]
• [*]
• [*]
• [*]
• [*]
• [*]
•

* Confidential Treatment Requested.

Income tax expense

Allocated to the Walmart MoneyCard statement of operations based on the overall consolidated financial statements effective tax rate.

Schedule 1.11

AMENDED AND RESTATED APPOINTMENT AGREEMENT

This Amended and Restated Appointment Agreement ("Agreement"), dated as of May 27, 2010 and effective as of May 1, 2010, between GE Money Bank, a federal savings association with its principal place of business in Salt Lake City, Utah ("Bank"), and Wal-Mart Stores, Inc., a Delaware corporation with its principal place of business in Bentonville, Arkansas ("Retailer"), amends that certain Appointment Agreement dated as of November 1, 2008 (the "Effective Date") between Bank and Retailer. Each may be referred to herein as a "Party" or collectively as "Parties".

WHEREAS the Bank issues prepaid cards, including reloadable prepaid cards bearing the Visa logo ("Cards") to consumers throughout the United States;

WHEREAS Retailer would like to sell Cards which are branded with the "Walmart MoneyCard" name ("Walmart MoneyCards") in such retail stores indirectly operated by Retailer as the Parties may agree upon from time to time in writing (the "Participating Stores");

WHEREAS the Bank, Retailer, certain subsidiaries of Retailer and Green Dot Corporation have entered into the Walmart MoneyCard Program Agreement, dated as of May 27, 2010 (the "Walmart MoneyCard Program Agreement"), which sets forth the terms and conditions under which the Bank shall issue and service, and Retailer shall distribute, Walmart MoneyCards (the "Card Program");

WHEREAS, the Walmart MoneyCard Agreement provides that Retailer shall serve as the agent of the Bank for certain limited purposes in the Card Program, as described more particularly in an Appointment Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Appointment of Retailer as Agent

The Bank hereby appoints Retailer as its agent solely for the purpose of marketing and distributing Walmart MoneyCards at Participating Stores, and collecting Bank's fees from cardholders and transmitting them to Bank. Retailer hereby accepts such limited appointment; provided, however, that Retailer's sole duty to Bank in connection with such agency shall be limited to performing such marketing and distribution of Walmart MoneyCards and collection of Bank's fees in accordance with the laws applicable to those activities, and the requirements of this Agreement and the Walmart MoneyCard Program Agreement. Without limiting the generality of the foregoing, Bank acknowledges that Retailer may distribute or sell products which compete with the Walmart MoneyCards, subject to the limitations set forth in the Walmart MoneyCard Program Agreement. As the Bank's agent, Retailer shall not act outside the scope of the authority granted to it by the Bank under this Section 1.

2. Bank Responsibilities.

(a) The Bank shall issue and service the Walmart MoneyCards; provided, however, that the Bank may perform certain services from time to time through its affiliates or third party service providers, as permitted under the Walmart MoneyCard Program Agreement. The Bank shall make the full value of each Walmart MoneyCard distributed by Retailer available for use by the holder of the Walmart MoneyCard (the "Cardholder") in accordance with the Cardholder Agreement. Settlement by Retailer of the Walmart MoneyCard fees collected on behalf of the Bank, or Retailer's failure to settle, shall have no effect on the value on the Walmart MoneyCard or the Cardholder's right or ability to use the Walmart MoneyCard.

(b) The Bank acknowledges that Walmart MoneyCards will be loaded and reloaded through the Green Dot® Financial Network ("GD Network"), and accordingly that funds received by Retailer for loading and reloading the cards will be remitted to the Bank by the settlement bank for the GD Network, which currently is Columbus Bank & Trust, a federally insured bank chartered under Georgia law. Cardholders also may load funds outside the GD Network by direct deposit of the funds with the Bank.

3. Commissions.

In consideration of Retailer's marketing and distribution of Walmart MoneyCards, the Bank shall [*] commissions [*] as set forth in [*] of the Walmart MoneyCard Program Agreement

4. Term and Termination.

(a) Unless terminated earlier in accordance with paragraph (b) below, the term of this Agreement shall commence on the Effective Date and shall continue until the Walmart MoneyCard Program Agreement expires or is terminated.

(b) If there is a material breach or default by either Party in the performance of the terms and conditions of this Agreement, and such default (other than a payment default) shall continue for a period of thirty (30) days after receipt by the defaulting Party of written notice thereof from the non-defaulting Party (setting forth in detail the nature of such default), then this Agreement shall terminate at the option of the non-defaulting Party as of the thirty-first (31st) day following the receipt of such written notice. If a payment default shall continue for a period of three (3) business days after receipt by the defaulting Party of written notice thereof by the non-defaulting party, then this Agreement shall terminate at the option of the non-defaulting Party as of the third (3rd) business day following receipt of such written notice.

5. Governing Law.

This Agreement and all rights and obligations hereunder, including matters of construction, validity and performance, shall be governed by and construed in accordance with the laws of the State of Delaware without regard to its conflict of laws provisions.

* **Confidential Treatment Requested.**

6. Modification; Successors and Assigns.

This Agreement may not be amended or modified without the express written consent of both the Bank and Retailer. Neither this Agreement nor any rights and obligations under this Agreement may be assigned by either Party without the express written consent of the other Party, except that either party may assign this Agreement or any of its rights or obligations under this Agreement to its parent, subsidiary or affiliate companies without such written consent, provided that such parent, subsidiary or affiliate is able to fulfill the obligations set forth herein.

7. Severability; Waiver.

It is agreed between the Parties that if any provision of this Agreement is held to be invalid, the remainder of this Agreement shall continue in full force and effect and shall be binding and effective on the Parties hereto. In addition, the rights of either Party hereunder shall not be prejudiced or restricted by any time given or forbearance extended to the other Party in the enforcement of its rights and no waiver by a Party of their rights in respect of any breach hereof by the other Party shall be deemed to operate as a waiver in respect of any subsequent breach hereof.

8. Notices.

All notices, demands and other communications hereunder shall be in writing and shall be sent by certified mail return receipt requested, by hand, by facsimile with verbal confirmation of receipt, or by nationally recognized overnight courier service addressed to the Party to whom such notice or other communication is to be given or made at such Party's address as set forth below, or to such other address as such Party may designate in writing to the other Parties from time to time in accordance with the provisions hereof and shall be deemed given when delivered to a Party at the address below in the case of overnight courier service, by hand or by facsimile or three (3) Business Days after being sent in the United States postal system, as follows: (i) if to Retailer: Walmart Stores, Inc., 702 S.W. Eighth Street, Bentonville, Arkansas 72716-8001, Attention: Finance Department with a copy to the General Counsel at the same address; (ii) if to Bank: GE Money Bank, 170 West Election Road, Draper, UT 84020, Attention: President, with a copy to: GE Prepaid Card Services, 777 Long Ridge Road , Stamford, Connecticut 06902-1250, Attention: General Counsel.

9. Relationship of Parties.

Except as expressly provided in Section 1 of this Agreement, the relationship of the Parties hereto is that of independent contracting parties and shall not be deemed to be any other relationship including, without limiting the generality of the foregoing, that of joint ventures, partners, joint employers or principal and agent.

10. Counterparts.

This Agreement may be executed in any number of counterparts which, taken together, shall constitute one single agreement.

[Signature pages to follow]

IN WITNESS WHEREOF, Bank and Retailer have each caused this Agreement to be executed and delivered by its duly authorized representative.

GE MONEY BANK

By: _____
Name: _____
(Type or Print)
Title: _____

Bank Appointment Agreement

WALMART STORES, INC.

By: _____

Name: _____
(Type or Print)

Title: _____

Bank Appointment Agreement

Schedule 4.3(c)

Reload Pack Commissions

Green Dot shall pay [*] a commission of [*] of the retail fee Green Dot charges a Cardholder for a Reload Pack sold at a participating Wal-Mart store (*i.e.*, excluding the load amount).

* **Confidential Treatment Requested.**

Schedule 4.4(a)

Operating Procedures for Load Program

Capitalized Terms not defined herein have the meaning set for in the Agreement

Reload Pack Merchandising

Retailer shall ensure all merchandise locations are stocked with applicable merchandise and shall reorder merchandise at a frequency needed to ensure applicable stock levels are maintained within Participating Stores.

Training

- Retailer shall train its employees in the proper sale of the Reload Pack and the process for processing a POS Load with respect to Walmart MoneyCards and GD Network Cards.
- Retailer shall train its employees to offer a POS Load with respect to Walmart MoneyCards as part of [*] process.
- Retailer shall accept cash and debit cards as the only form of payment for Reload Pack sales and POS Loads.
- Retailer shall train its associates to instruct customers to contact Green Dot customer service in case of a dispute or problem with the Reload Pack or POS Load.
- Retailer shall train its associates to follow these operating instructions with the agreed upon training materials. Green Dot shall provide Retailer such training materials.

Reload Pack Sales and POS Loads

- Loads in the Load Program are facilitated through the purchase of a Reload Pack or through the POS Load process.
- Cash proceeds from the Retailer check cashing service may be applied to a Reload Pack or a POS Load.
- Retailer shall be responsible for the risk associated with its [*] process.
- Retailer must obtain from Green Dot an authorization for POS Loads and loads in connection with Reload Pack sales. If Green Dot does not authorize the load, Retailer shall terminate the load transaction and not accept any funds from the customer.
- If the load is authorized, Retailer is responsible, and bears the risk of collecting the correct payment from the Cardholder.
- Retailer shall keep the accounting for the Load Program. Retailer shall transmit amounts owed to Green Dot in accordance with the Agreement.
- In the case of a POS Load, Retailer shall issue a paper receipt for each initial or subsequent direct card load that provides the Cardholder with the following information:
 - Load amount
 - Balance on the card after the load is completed
 - Any applicable authorization or activation numbers

* **Confidential Treatment Requested.**

- In the case of a Reload Pack purchase, Retailer shall issue a paper receipt for each purchase that provides the customer with the following information:
 - Load amount
 - Any applicable authorization or activation numbers
- For any POS Load permitted under the Agreement, the card must be present for the load and the magnetic stripe of the prepaid or stored value card must be swiped and not hand keyed.

POS Load Data – Error Correction Procedures

If a Retailer employee does not enter the correct amount of an initial load transaction into the Terminal:

- Associates will conduct a transaction reversal with a 1 action code while the Cardholder is still at the register for the initial load transaction
- The card must be present to process the reversal

Returns/Credits to Accounts

- Retailer shall block any refunds to the purchase price and initial amount for a Reload Pack or POS Load and instruct customers seeking a refund to call Green Dot.

Lost/Stolen Reload Pack

- If a customer calls Retailer to report a lost or stolen Reload Pack, Retailer shall instruct the Cardholder to immediately call customer service
- If a customer is in a Retailer Location and reports a lost or stolen Reload Pack or has sent correspondence to Retailer to report a lost or stolen Reload Pack, Retailer shall call Green Dot and forward written correspondence to customer service on behalf of the customer.

Receipts

Subject to Applicable Law, Retailer shall accurately print on each Reload Pack and Swipe and Go transaction receipt, the last four (4) digits of the account number (where applicable), transaction type, transaction amount, authorization, activation number (where applicable) and store number.

Transmission of Authorization Request

When requesting an authorization for a Reload Pack or POS Load, Retailer shall send card number (POS Load only), amount, time of day, merchant ID, and transaction type.

Schedule 4.4(d)

[*] Commissions [*]

Green Dot shall pay [*] a commission [*] (“[*] Commission”) in the amount of [*] ([*]%) of the retail fee charged to consumers for each POS Load at a Participating Store to a GD Network Card other than a Walmart MoneyCard.

* **Confidential Treatment Requested.**

Schedule 4.5

Appointment Agreement – by Green Dot of Retailer

AMENDED AND RESTATED APPOINTMENT AGREEMENT

This AMENDED AND RESTATED APPOINTMENT AGREEMENT (this “Agreement”) dated as of May 27, 2010 and effective as of May 1, 2010, (the “Effective Date”) by and among Green Dot Corporation, a Delaware corporation (“Green Dot”), whose principal business address is 605 E. Huntington Drive, Suite 205, Monrovia, California 91016 and Wal-Mart Stores, Inc., a Delaware corporation (“Retailer”) and amends and restates in its entirety that certain Amended and Restated Appointment Agreement dated as of November 1, 2008, among Green Dot and Retailer. Green Dot and Walmart each may be referred to herein individually as “Party,” and jointly as the “Parties.” Capitalized definitional terms used herein and not otherwise defined shall have the meanings given to them in the Walmart MoneyCard Program Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Program Description.** Green Dot, GE Money Bank, a federal savings association with its principal place of business in Salt Lake City, Utah (“Bank”), Retailer, and certain subsidiaries of Retailer, have entered into an agreement, dated as of May 27, 2010, as amended from time to time (the “Walmart MoneyCard Program Agreement”), which sets forth the general terms and conditions under which the Bank shall issue and service, and Retailer shall market and distribute (a) prepaid cards which bear the “Walmart MoneyCard” name and certain trademark(s) of the Network Provider(s) to individuals for personal, family or household purposes and (b) such other reloadable prepaid cards which bear the name and trademark of a Network Provider as the Parties may agree upon from time to time in the Walmart MoneyCard Program Agreement in Participating Stores. In addition, pursuant to that certain Green Dot Card Pilot Program Agreement dated as of May 27, 2010 entered into between Green Dot and Retailer (“Pilot Agreement”) Retailer may sell re-loadable cards issued by a FDIC-insured depository institution that is branded with the name of the Network Provider which is issued by an issuing bank other than Bank that is branded with the “Green Dot” name pursuant to an arrangement between such other bank and Green Dot under which such other bank participates in the GD Network to market and distribute such cards (the “Prepaid Cards”), in Participating Stores. Pursuant to the Walmart MoneyCard Program Agreement, Walmart MoneyCard Cardholders, as well as other customers participating in the Green Dot Financial Network (the “GD Network”), may load funds on Walmart MoneyCards or Green Dot branded prepaid cards (“GD Card Products”) and transfer funds to other participants in the GD Network. As set forth in the Walmart MoneyCard Program Agreement, Walmart will sell certain payment devices issued by Bank and provided by Green Dot for this purpose in accordance with the Operating Procedures provided to Walmart from time to time in writing.

2. Load Packs. Green Dot shall provide POS Loads through Retailer with respect to Walmart MoneyCards and GD Card Products in Participating Stores. Retailer shall offer Reload Packs in Participating Stores. A "Reload Pack" is a MoneyPak or any other type of universal cash acceptance product that can be used to transfer funds to Prepaid Cards or GD Card Products, to pay bills with participating billers and to make transfers to other payees participating in the GD Network. A "POS Load" is a transaction in which a cardholder may load a Walmart Money Card or a GD Card Product through the GD Network by providing funds to a cashier at a point-of-sale in a Participating Store. MoneyPaks and POS Loads are sometimes referred to in this Agreement together as "Load Packs."

3. Appointment; Limited Agency.

(a) Pursuant to the Walmart MoneyCard Program Agreement and the Pilot Agreement with respect to Prepaid Cards, Retailer shall serve as the agent of Green Dot for certain limited purposes as described more particularly in an Appointment Agreement. Accordingly, this Agreement sets forth the terms of such agency.

(b) Green Dot hereby appoints Retailer as agent solely for the purpose of marketing and selling Prepaid Cards and Load Packs and engaging in the collection and transmission of funds in connection with such sales within the Program Territory on behalf of Green Dot. Green Dot and Retailer are subject to regulation as provided by Applicable Law. Green Dot shall provide written notice to Retailer, which shall include written notice to a Retailer designated e-mail address, in advance of any supervision or examination obligations of Retailer that may be required under the laws of a jurisdiction prior to that jurisdiction being added to the Program Territory; provided, however, that such notice shall not be subject to the notice requirements of Section 10 of this Agreement. Retailer acknowledges and agrees that, upon the addition of any jurisdiction to the Program Territory, Retailer shall be subject to supervision and examination as provided by Applicable Law. For purposes of Retailer serving as the agent of Green Dot as set forth herein, Retailer is under a duty to act only as authorized under this Agreement and the Walmart MoneyCard Program Agreement and the Pilot Agreement, and if Retailer exceeds such authority, this Agreement may be terminated and Retailer may be subject to disciplinary action by Governmental Authorities. Neither Party shall appoint or authorize subagents or sub-authorized delegates except in compliance with Applicable Law. As required by Applicable Law, certain state statutory requirements applicable to money transmission are appended hereto as Exhibit 1 and incorporated herein by reference.

(c) Except for the obligations set forth in this Section 3, Retailer owes no other obligation or duty to Green Dot as its principal. Without limiting the generality of the foregoing sentence, Green Dot acknowledges that [*] with the Reload Packs and POS Loads, subject to the terms of the Walmart MoneyCard Program Agreement. As Green Dot's agent, Retailer shall not act outside the scope of the authority granted to it by Green Dot under this Section 3 or the Walmart MoneyCard Program Agreement, and shall, subject to Section 5(c), perform its obligations as agent in accordance with Applicable Law.

* **Confidential Treatment Requested.**

(d) During the term of this Appointment Agreement, Green Dot shall perform its obligations as principal in accordance with Applicable Law, and shall maintain all licenses, registrations and permits necessary to conduct its business and maintain the appointment of Retailer made hereunder.

4. **Settlement.** All Cardholder funds, including fees, received by Retailer for sales of Load Packs shall be accounted for separately and held in trust by Retailer until received by Bank each day on behalf of Green Dot. Payment by Retailer to Bank of any settlement amounts due Green Dot from Retailer under this Agreement shall satisfy Retailer's obligations to Green Dot with respect to such amounts. Settlement with respect to Prepaid Cards shall be as set forth in the Pilot Agreement.

5. **Applicable Law Compliance; Regulatory Audits or Exams of Retailer.**

(a) Retailer shall display at Participating Store locations any signs, decals, and other display materials that Applicable Law requires an agent to post as an authorized delegate of Green Dot. All such signs, decals, materials and supplies furnished by Green Dot to Retailer shall remain the sole property of Green Dot, and shall be returned to Green Dot within ten business days after the effective termination date of this Appointment Agreement. [*] shall bear the cost of such return of signs, decals, materials and supplies to Green Dot by Retailer. Retailer shall keep Green Dot apprised of changes, additions or deletions to its Participating Store locations. Participating stores shall be determined in accordance with the Walmart MoneyCard Agreement, and if applicable with respect to Prepaid Cards, the Pilot Agreement.

(b) On a going forward basis, Green Dot agrees that it shall be solely responsible for, and covenants that, it will monitor the money transmission laws, regulations and interpretations thereof in all jurisdictions within the Program Territory and shall promptly as practicable update Retailer in writing in advance of the effective date of any new or changed obligation to which Retailer is subject and will promptly make any necessary modifications to the Written Procedures. Green Dot further agrees that it shall be solely responsible for a failure of Retailer to comply with such Applicable Law unless such failure is directly attributable to Retailer's failure to comply with this Agreement or the Written Procedures; provided, however, that Green Dot shall not be liable for Retailer's failure to comply with Applicable Law in those jurisdictions in which Retailer is acting under its own money transmission license.

(c) On each day on which this Agreement is in effect, Green Dot represents and warrants that it is (i) a licensed money transmitter in each of the jurisdictions within the Program Territory where such license is required and (ii) duly authorized under Applicable Law to appoint Retailer as an agent in such jurisdiction for the purposes set forth in this Agreement.

(d) Green Dot agrees that it shall be liable for any Retailer out-of-pocket costs attributable to any inspection, audit or examination of Retailer's facilities, records and personnel by any Governmental Authority in connection with or relating to this Agreement.

* **Confidential Treatment Requested.**

6. Term; Termination.

(a) Unless terminated earlier in accordance with paragraph (b) below, the term of this Agreement shall commence on the Effective Date and shall continue until the Walmart MoneyCard Program Agreement expires or is terminated.

(b) If there is a material breach or default by either Party in the performance of the terms and conditions of this Agreement, and such default (other than a payment default) shall continue for a period of forty-five (45) days after receipt by the defaulting Party of written notice thereof from the non-defaulting Party (setting forth in detail the nature of such default), then this Agreement shall terminate at the option of the non-defaulting Party as of the forty-sixth (46th) day following the receipt of such written notice. If a payment default shall continue for a period of three (3) business days after receipt by the defaulting Party of written notice thereof by the non-defaulting party, then this Agreement shall terminate at the option of the non-defaulting Party as of the third (3rd) business day following receipt of such written notice.

(c) Upon termination or expiration of this Agreement: (a) Retailer shall cease selling Load Packs, and immediately transmit all proceeds from the sales of Load Packs in Retailer's possession to Green Dot, in accordance with the terms of the Walmart MoneyCard Program Agreement; and (b) the appointment granted hereunder shall terminate.

7. Severability; Waiver. It is agreed between the Parties that if any provision of this Agreement is held to be invalid, the remainder of this Agreement shall continue in full force and effect and shall be binding and effective on the Parties thereto. In addition, the rights of either Party hereunder shall not be prejudiced or restricted by any time given or forbearance extended to the other Party in the enforcement of its rights and no waiver by a Party of its rights in respect of any breach hereof by the other Party shall be deemed to operate as a waiver in respect of any subsequent breach hereof.

8. Order of Precedence. In the event of a conflict between the provisions of this Agreement and the provisions of the Walmart MoneyCard Program Agreement, the provisions of the Walmart MoneyCard Program Agreement shall prevail. In the event of a conflict between the provisions of this Agreement and the provisions of the Pilot Agreement, the provisions of the Pilot Agreement shall prevail.

9. Notices. All notices, demands and other communications hereunder shall be in writing and shall be sent by certified mail return receipt requested, by hand, by facsimile with verbal confirmation of receipt, or by nationally recognized overnight courier service addressed to the Party to whom such notice or other communication is to be given or made at such Party's address as set forth below, or to such other address as such Party may designate in writing to the other Parties from time to time in accordance with the provisions hereof and shall be deemed given when delivered to a Party at the address below in the case of overnight courier service, by

hand or by facsimile or three (3) Business Days after being sent in the United States postal system, as follows: (i) if to Retailer: Wal-Mart Stores, Inc., 702 S.W. Eighth Street, Bentonville, Arkansas 72716-8001, Attention: Finance Department with a copy to the General Counsel at the same address; (ii) if to Green Dot: 605 East Huntington Drive, Suite 205, Monrovia, California 91016 Attention: Chief Executive Officer, with a copy to: General Counsel.

10. Relationship of Parties. Except as expressly provided in Section 3 of this Agreement, the relationship of the parties hereto is that of independent contracting parties and shall not be deemed to be any other relationship including, without limiting the generality of the foregoing, that of joint ventures, partners, joint employers or principal and agent. Except for the services performed as Green Dot's agent under Section 3 of this Agreement, Retailer will not provide, and shall not be deemed to be providing, any other services to or on behalf of Green Dot.

11. Counterparts. This Agreement may be executed in any number of counterparts which, taken together, shall constitute one single agreement.

[remainder of page intentionally left blank]

[Signature pages to follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

GREEN DOT CORPORATION

By: _____
Name: _____
Title: _____

Green Dot Appointment Agreement

WAL-MART STORES, INC.

By: _____
Name: _____
Title: _____

Green Dot Appointment Agreement

EXHIBIT 1
STATE SCHEDULE

With respect to Retailer's participation in the Load Program, this Exhibit applies to any of the Participating Stores in the states listed below. Retailer may also be referred to herein as "Authorized delegate" or "Agent".

Alaska

Authorized delegate shall operate in full compliance with "Alaska Uniform Money Services Act" (Alaska Stat. § 06.55.101 et seq.).

Arizona

Authorized delegate shall operate in full compliance with A.R.S. § 6-1208.B, a current copy of which is provided as Appendix 1 hereto.

Arkansas

Authorized delegate shall operate in full compliance with the Uniform Money Services Act, § 23-55-101.

Connecticut

- The Commissioner of the Department of Banking may examine the agents of licensee.
- Agent shall, from the moment of receipt, hold the proceeds of a sale or delivery of a licensee's Connecticut payment instruments in trust for the benefit of such licensee or of an agent of the licensee on behalf of such licensee.
- Agent is prohibited from engaging subagents in the business of issuing Connecticut payment instruments or in the business of money transmission.

District of Columbia

- Licensee appoints authorized delegate as its agent with authority to engage in money transmission, on behalf of licensee.
- Authorized delegate shall operate in full compliance with the District of Columbia Money Transmissions Law, Chapter 12 of Title 26 of the District of Columbia Code (DC Code §§ 26-1001, et seq.) and any rules, regulations or orders issued thereunder, as amended from time to time.

Florida

- Authorized vendor shall report to the licensee, immediately upon discovery, the theft or loss of currency received for a transmission or payment instrument.
- Authorized vendor shall display a notice to the public, in such form as prescribed by rule, that the vendor is the authorized vendor of the licensee.
- Authorized vendor shall remit all amounts owed to the licensee for all transmissions accepted and all payment instruments sold in accordance with the contract between the licensee and the authorized vendor.
- Authorized vendor shall hold in trust all currency or payment instruments received for transmissions or for the purchase of payment instruments from the time of receipt by the licensee or authorized vendor until the time the transmission obligation is completed.
- Authorized vendor shall not commingle the money received for transmissions accepted or payment instruments sold on behalf of the licensee with the money or property of the authorized vendor, except for making change in the ordinary course of the vendor's business, and ensure that the money is accounted for at the end of the business day.
- Authorized vendor consents to examination or investigation by the Office of Financial Regulation.
- Authorized vendor shall adhere to the applicable state and federal laws and rules pertaining to a money services business, including the Florida Money Transmitters' Code (Fla. Stat. § 560.101, et seq.).

- Authorized vendor shall provide such other information or disclosure as may be required by rule.

Hawaii

- Licensee appoints Client as licensee's delegate with authority to engage in money transmission on behalf of the licensee.
- Neither a licensee nor an authorized delegate may authorize subdelegates without the written consent of the Commissioner of Financial Institutions.
- Licensee is subject to supervision and rule by the Commissioner.
- Authorized delegate certifies that it is in compliance with the recordkeeping and reporting requirements under Title 31 United States Code Section 5311 et seq., 31 Code of Federal Regulations Part 103, Section 125, and other federal and state laws pertaining to money laundering.
- Authorized delegate shall comply with the Hawaii Money Transmitters Act (HRS § 498D-1, et seq.).

Idaho

- Licensee appoints Client as its representative with authority to engage in money transmission on behalf of the licensee.
- Neither a licensee nor an authorized representative may authorize sub-representatives without the written consent of the Director of Finance of the Idaho Department of Finance.
- Licensee is subject to supervision and regulation by the Director.
- Authorized representative consents to the Director's inspection, with or without prior notice to the licensee or authorized representative(s), of the books and records of authorized representative(s) of the licensee when the Director has a reasonable basis to believe that the licensee or authorized representative is in violation of Chapter 29 of Title 26 of the Idaho Code.
- Authorized representatives are under a duty to act only as authorized under the contract with the licensee and an authorized representative that exceeds its authority is subject to cancellation of its contract and disciplinary action by the Director.
- Authorized representative shall comply with the Idaho Money Transmitters Act (Idaho Code §§ 26-2901, et seq.).

Illinois

- Authorized seller shall operate in full compliance with the laws of Illinois and the United States, including the Illinois Transmitters of Money Act, 205 Illinois Compiled Statutes Section 657 (205 Ill. Comp. Stat. §§ 657/1, et seq.), and any rules, regulations or orders issued thereunder, as amended from time to time.
- The appointment of Client as an authorized seller in Illinois is subject to satisfaction of all applicable requirements of the Illinois Transmitters of Money Act.
- The agent agreement is conditioned on Client receiving approval from the State of Illinois to operate as a Money Transfer Agent in that State and shall not take effect unless and until such approval is received. In the event such approval is denied or not received, the agent agreement shall be null and void. In the event that approval is revoked, Green Dot may terminate the agent agreement upon written notice, any other provision of the agent agreement notwithstanding.

Iowa

- Authorized delegate shall operate in full compliance with the Iowa Sale of Certain Instruments for Payment of Money (Iowa Code §§ 533C.1, et seq.), as amended from time to time.
- Authorized delegate shall remit all money owing to licensee in accordance with the terms of the contract between the licensee and the authorized delegate.
- Authorized delegate shall not provide money services outside the scope of activity permissible under the contract between the authorized delegate and the licensee, except activity in which the authorized delegate is licensed to engage under article 2 or 3 of the Iowa Code.
- Authorized delegate holds in trust for the benefit of the licensee all money net of fees received from money transmission.

Kentucky

- Licensee designates Client as its agent with authority to engage in money transmission on behalf of the licensee as authorized under the Kentucky Money Transmitters Act (KRS § 286.11-001 et seq.).
- Agent shall operate in full compliance with applicable federal and state law, including the Kentucky Money Transmitters Act, and rules promulgated thereunder, and any order issued by the Executive Director of the Kentucky Department of Financial Institutions pursuant thereto.
- Neither a licensee nor an agent of the licensee may authorize subagents.
- Agent shall timely remit all money legally due to the licensee in accordance with the terms of the written contract between the licensee and the agent.
- Licensee and agent are subject to regulation by the Executive Director.

Maine

- Licensee appoints Client as its delegate with authority to engage in money transmission on behalf of the licensee.
- Neither a licensee nor an authorized delegate may authorize subdelegates without the written consent of the Superintendent of Consumer Credit Protection within the Department of Professional and Financial Regulation.
- Licensees are subject to supervision and regulation by the Superintendent.
- Authorized delegate shall comply with the Maine Money Transmitters Act (32 M.R.S., §§ 6101, et seq.).

Maryland

- Licensee appoints Client as its authorized delegate with authority to engage in the business of money transmission on behalf of the licensee.
- Neither the licensee nor the authorized delegate may authorize subagents or subauthorized delegates without written consent of the Commissioner of Financial Regulation in the Department of Labor, Licensing, and Regulation.
- Authorized delegate is subject to supervision, examination, and regulation by the Commissioner.
- Authorized delegate will operate in full compliance with all applicable laws and regulations, including the Maryland Money Transmission Act (Md. Financial Institutions Code Ann. § 12-401 et seq.), and any rules, regulations or orders issued thereunder, as amended from time to time.

Michigan

Authorized delegate shall operate in compliance with the Money Transmission Services Act (M.C.L. §§ 487.1001, et seq.) and other applicable law.

Minnesota

- Licensee appoints Client as its delegate with authority to engage in money transmission on behalf of the licensee.
- Neither a licensee nor an authorized delegate authorize subdelegates without the written consent of the Commissioner of the Minnesota Commerce Department.
- Licensees are subject to supervision and regulation by the Commissioner and as a part of that supervision and regulation, the Commissioner may require the licensee to cancel an authorized delegate contract as a result of a violation of section 53B.21 (relating to authorized delegate conduct, including prohibitions on fraudulent statements and a requirement to conduct business in a safe and sound manner).
- Authorized delegate shall comply with the Minnesota Money Transmitters Act” (Minn. Stat. §§ 53B.01, et seq.).

New Hampshire

The New Hampshire Banking Department may examine the business affairs and records of any licensee,

authorized delegate, or any other person, whether licensed or not, as it deems necessary to determine compliance with this chapter and the rules adopted pursuant to it.

New Jersey

- Licensee appoints Client as its delegate with authority to engage in the activities of a money transmitter on behalf of the licensee.
- Delegate shall operate in compliance with the New Jersey Money Transmitters Act, New Jersey Statutes, Title 17, Chapter 15C (NJ Stat. Ann. §§ 17:15C-1, et seq.) and any regulations and orders issued thereunder, as amended from time to time.

North Carolina

- Licensee appoints Client as its delegate with authority to engage in money transmission on behalf of the licensee.
- Neither a licensee nor an authorized delegate may authorize subdelegates without the written consent of the Commissioner of Banks of the State of North Carolina.
- Licensees are subject to supervision and regulation by the Commissioner of Banks of the State of North Carolina.
- Licensee shall issue a certificate of authority for each location at which it conducts licensed activities in North Carolina through authorized delegates such as Client. The certificate shall be posted in public view at each location of Client in North Carolina and shall state as follows: "Money transmission on behalf of Green Dot is conducted at this location pursuant to the Money Transmitters Act."
- Authorized delegate shall operate in full compliance with the Money Transmitters Act (NC Gen. Stat. §§ 53-208.1, et seq.).

North Dakota

- Licensee appoints Client as its delegate with authority to engage in money transmission on behalf of the licensee.
- Neither a licensee nor an authorized delegate may authorize subdelegates without the written consent of the commissioner.
- Licensees are subject to supervision and regulation by the Commissioner of North Dakota Department of Financial Institutions.
- Authorized delegate shall operate in compliance with the North Dakota Sale of Checks Act (N.D. Cent. Code, §§ 13-09-01, et seq.).

Ohio

Authorized delegate shall operate in compliance with the Ohio Money Transmitters Law (O.R.C. Ann. §§ 1315.01, et seq.).

Oregon

- Licensee appoints Client as the licensee's delegate with authority to engage in money transmission on behalf of the licensee.
- Neither a licensee nor an authorized delegate may authorize subdelegates without the written consent of the Director of the Department of Consumer and Business Services.
- Licensees, authorized delegates and subdelegates are subject to supervision and regulation by the Director.
- Authorized delegate shall operate in compliance with the Oregon Money Transmission law (O.R.S. §§ 717.200, et seq.).

South Dakota

- Licensee appoints Client as its delegate with authority to engage in money transmission on behalf of the licensee.

- Neither a licensee nor an authorized delegate may authorize subdelegates without the written consent of the director.
- Licensees are subject to supervision and regulation by the Director of the South Dakota Division of Banking.
- Authorized delegate shall operate in compliance with the South Dakota Money Transmission law (CHAPTER 51A-17).

Tennessee

- Licensee appoints Client as its agent with authority to sell payment instruments or transmit money on behalf of the licensee in compliance with state and federal law, including the Tennessee Money Transmission Act of 1994 (Tenn. Code Ann. §§ 45-7-201, et seq.).
- Neither a licensee nor an authorized agent may authorize sub-agents without the written consent of the Commissioner of the Tennessee Department of Financial Institutions.
- Licensees are subject to supervision and regulation by the Commissioner of the Tennessee Department of Financial Institutions.
- Authorized agent consents to the Commissioner's inspection, with or without prior written notice to licensee or agent, of the books and records of agent.
- Authorized agent is under a duty to act only as authorized under the contract with licensee, and if agent exceeds its authority; it is subject to cancellation of its contract by licensee and disciplinary action by the Commissioner.

Vermont

Authorized delegate shall operate in full compliance with Chapter 79, Title 8 of the Vermont Statutes, as amended from time to time (8 V.S.A. §§ 2500, et seq.).

Virginia

- Authorized delegate to comply with the provisions of the Virginia Money Order Sales and Money Transmission Services (Va. Code Ann. §§ 6.1-370, et seq.) and all other applicable state and federal laws and regulations.
- Authorized delegate will remit all sums owing to the licensee in accordance with the terms of the agent agreement.
- Authorized delegate will permit the Commissioner of Financial Institutions to investigate or examine its business pursuant to § 6.1-375.
- Authorized delegate is prohibited from using a subdelegate, or from otherwise designating or appointing another person to sell money orders or engage in money transmission business on behalf of the licensee.

Washington

- Authorized delegate will operate in full compliance with the Uniform Money Services Act (Rev. Code Wash. § 19.230.005 et seq.) and any rules regulations and orders issued thereunder, as amended from time to time.
- Neither licensee nor authorized delegates may authorize subdelegates.
- Authorized delegate may not provide money services other than those allowed licensee under its license.

West Virginia

- Authorized delegate shall operate in full compliance with the laws of this state and of the United States, including the West Virginia Check and Money Order Sales, Money Transmission Services, Transportation and Currency Exchange (W. Va. Code §§ 32A-2-1, et seq.) (the "West Virginia Law").
- Authorized delegate shall hold in trust for the licensee from the moment of receipt of the proceeds of any business transacted under the West Virginia Law in an amount equal to the amount of proceeds due the licensee less the amount due the authorized delegate.

Wyoming

- Licensee appoints Client as its delegate with authority to engage in money transmission on behalf of the licensee.
- Neither a licensee nor an authorized delegate may authorize subdelegates without the written consent of the Commissioner of the Wyoming Division of Banking.
- Authorized delegates are subject to supervision and regulation by the Commissioner of the Wyoming Division of Banking.
- Authorized delegate shall operate in full compliance with the Wyoming Money Transmitters

Act (W.S. §§ 40-22-101, et seq.).

Appendix I
ARIZONA STATUTE
TRANSMITTERS OF MONEY
ARIZONA REVISED STATUTES
TITLE 6

§ 6-1201. Definitions

In this chapter, unless the context otherwise requires:

1. "Authorized delegate" means a person designated by the licensee under § 6-1208.
2. "Check cashing" means exchanging for compensation a check, debit card payment order, draft, money order, traveler's check or payment instrument of a licensee for money delivered to the presenter at the time and place of the presentation.
3. "Control" means ownership of fifteen per cent or more of a licensee or controlling person, or the power to vote fifteen per cent or more of the outstanding voting securities of a licensee or controlling person. For the purpose of determining the percentage controlled by any one person, that person's interest shall be aggregated with the interest of any other person controlled by that person or an officer, partner or authorized delegate of that person, or by a spouse, parent or child of that person.
4. "Controlling person" means a person directly or indirectly in control of a licensee.
5. "Engage in the business" means conducting activities regulated under this chapter more than ten times in any calendar year for compensation or in the expectation of compensation. For purposes of this paragraph, "compensation" means any fee, commission or other benefit.
6. "Foreign money exchange" means exchanging for compensation money of the United States government or a foreign government to or from money of another government at a conspicuously posted exchange rate at the time and place of the presentation of the money to be exchanged.
7. "Licensee" means a person licensed under this chapter.
8. "Location" means a place of business at which activity regulated by this chapter occurs.
9. "Money" means a medium of exchange that is authorized or adopted by a domestic or foreign government as a part of its currency and that is customarily used and accepted as a medium of exchange in the country of issuance.
10. "Money accumulation business" means obtaining money from a money transmitter as part of any activity that is carried on for financial gain if the money that is obtained by all persons acting in concert in the activity, in amounts of one thousand dollars or more, totals over fifty thousand dollars in the preceding twelve-month period. Money accumulation business does not include a person who is subject to the reporting requirements under 31 United States Code § 5313. The exception that is established by 31 United States Code § 5331, subsection (c), paragraph 1 does not apply to persons who are engaged in the money accumulation business.
11. "Money transmitter" means a person who is located or doing business in this state, including a check casher and a foreign money exchanger, and who does any of the following:
 - (a) Sells or issues payment instruments.
 - (b) Engages in the business of receiving money for the transmission of or transmitting money.
 - (c) Engages in the business of exchanging payment instruments or money into any form of money or payment instrument.
 - (d) Engages in the business of receiving money for obligors for the purpose of paying that obligor's bills, invoices or accounts.
 - (e) Meets the definition of a bank, financial agency or financial institution as prescribed by 31 United States Code § 5312 or 31

code of federal regulations § 103.11.

12. "Outstanding payment instruments" means unpaid payment instruments whose sale has been reported to a licensee.

13. "Payment instrument" means a check, draft, money order, traveler's check or other instrument or order for the transmission or payment of money sold to one or more persons whether or not that instrument or order is negotiable. Payment instrument does not include an instrument that is redeemable by the issuer in merchandise or service, a credit card voucher or a letter of credit.

14. "Permissible investment" means any of the following:

(a) Money on hand or on deposit in the name of the licensee.

(b) Certificates of deposit or other debt instruments of a bank, savings and loan association or credit union.

(c) Bills of exchange or time drafts that are drawn on and accepted by a bank, otherwise known as banker's acceptances, and that are eligible for purchase by member banks of the federal reserve system.

(d) Commercial paper bearing a rating of one of the three highest grades as defined by a nationally recognized organization that rates these securities.

(e) Securities, obligations or other instruments whose payment is guaranteed by the general taxing authority of the issuer, of the United States or of any state or by any other governmental entity or any political subdivision or instrumentality of a governmental entity and that bear a rating of one of the three highest grades by a nationally recognized investment service organization that has been engaged regularly in rating state and municipal issues for at least five years.

(f) Stocks, bonds or other obligations of a corporation organized in any state of the United States, the District of Columbia, the Commonwealth of Puerto Rico or the several territories organized by Congress that bear a rating of one of the three highest grades by a nationally recognized investment service organization that has been engaged regularly in rating corporate securities for at least five years.

(g) Any receivable that is due to a licensee from its authorized delegate pursuant to a contract between the licensee and authorized delegate as prescribed in § 6-1208 if the amount of investment in those receivables does not exceed ninety per cent of the total amount of those receivables after subtracting the amount of those receivables that are past due or doubtful of collection.

15. "Responsible individual" means a person who is employed by a licensee and who has principal active management authority over the business of the licensee in this state that is regulated under this chapter.

16. "Trade or business" has the same meaning prescribed in § 162 of the internal revenue code of 1954 and includes the money accumulation business.

17. "Transmitting money" means the transmission of money by any means including transmissions within this country or to or from locations abroad by payment instrument, wire, facsimile internet or any other electronic transfer, courier or otherwise.

18. "Traveler's check" means an instrument identified as a traveler's check on its face or commonly recognized as a traveler's check and issued in a money multiple of United States or foreign currency with a provision for a specimen signature of the purchaser to be completed at the time of purchase and a countersignature of the purchaser to be completed at the time of negotiation.

§ 6-1202. License required

A. A person shall not sell or issue payment instruments, engage in the business of receiving money for transmission or transmitting money, engage in the business of exchanging payment instruments or money into any form of money or payment instrument or engage in the business of receiving money for obligors for the purpose of paying that obligor's bills, invoices or accounts without first obtaining a license as provided in this chapter or becoming an authorized delegate of a licensee with respect to those activities. A licensee is under the jurisdiction of the department. A person who is not licensed under this chapter or who is not an authorized delegate of a licensee with respect to those activities is presumed to be engaged in a

business that is regulated by this chapter and that requires a license if he advertises, solicits or holds himself out as being in the business of selling or issuing payment instruments, of receiving money for transmission or transmitting money or of converting one form of money to another form of money.

B. No person other than a corporation organized and in good standing under the laws of the state of its incorporation or, if a corporation organized under the laws of a country other than the United States and in good standing under the laws of the country of its incorporation and authorized to do business in this state, may apply for or be issued a license as provided in this chapter.

C. A person engages in business activity regulated by this chapter in this state if any of the following applies:

1. Conduct constituting any element of the regulated activity occurs in this state.
2. Conduct occurs outside this state and constitutes an attempt, offer or conspiracy to engage in the activity within this state and an act in furtherance of the attempt, offer or conspiracy occurs within this state.
3. As part of a business activity described by this section a person knowingly transmits money into this state or makes payments in this state without disclosing the identity of each person on whose behalf money was transmitted or payment was made.

§ 6-1203. Exemptions

A. This chapter does not apply to:

1. The United States or any department or agency of the United States.
2. This state, including any political subdivision of this state.

B. This chapter does not apply to the following if engaged in the regular course of their respective businesses, except that the provisions of article 2 of this chapter apply to:

1. A bank, financial institution holding company, credit union, savings and loan association or savings bank, whether organized under the laws of any state or the United States when the term “money transmitter” is used.
2. A person who engages in check cashing or foreign money exchange and engages in other activity regulated under this chapter only as an authorized delegate of a licensee acting within the scope of the contract between the authorized delegate and the licensee.
3. A person licensed pursuant to chapter 5, 6, 7 or 8 of this title, chapter 9, article 2 of this title, chapter 12.1 of this title or title 32, chapter 9.

§ 6-1204. Application for license; fees

A. Each application for a license shall be made in writing, under oath and in the form prescribed by the superintendent. The application shall contain at least the following:

1. Copies of the articles of incorporation for the applicant, a listing of all trade names or fictitious names used by the applicant and other information concerning the corporate status of the applicant.
2. The address of the applicant’s principal place of business, the address of each location where the applicant intends to transact business in this state, including any branch offices, and the name and address of each location of any authorized delegates.
3. For each executive officer and director of the applicant and for each executive officer and director of any controlling person, unless the controlling person is a publicly traded company on a recognized national exchange and has assets in excess of four hundred million dollars, a statement of personal history in the form prescribed by the superintendent.
4. An identification statement for each branch manager and responsible individual including all of the following:

- (a) Name and any aliases or previous names used.
 - (b) Date and place of birth.
 - (c) Alien registration information, if applicable.
 - (d) Employment history and residence addresses for the preceding fifteen years.
 - (e) Social security number.
 - (f) Criminal convictions, excluding traffic offenses.
5. The name and address of each authorized delegate.
6. The identity of any account in any financial institution through which the applicant intends to conduct any business regulated under this chapter.
7. A financial statement audited by a licensed independent certified public accountant.

B. Each application shall be accompanied by the nonrefundable application fee and an annual fee as prescribed in § 6-126.

§ 6-1205. Bond required; conditions; notice; cancellation; substitution

A. Each application for a license shall be accompanied by and each licensee shall maintain at all times a bond executed by the licensee as principal and a surety company authorized to do business in this state as surety. The bond shall be in the amount of twenty-five thousand dollars for a licensee with five or fewer authorized delegates and locations, one hundred thousand dollars for a licensee with more than five but fewer than twenty-one authorized delegates and locations and an additional five thousand dollars for each authorized delegate and location in excess of twenty but fewer than two hundred one authorized delegates and locations, to a maximum of two hundred fifty thousand dollars and an additional five thousand dollars for each authorized delegate and location in excess of two hundred authorized delegates and locations, to a maximum of five hundred thousand dollars.

B. The bond shall be conditioned on the faithful compliance of the licensee, including its directors, officers, authorized delegates and employees, with this chapter. The bond shall be payable to any person injured by the wrongful act, default, fraud or misrepresentation of the licensee, his authorized delegates or his employees or to the state for the benefit of the person injured. Only one bond is required for any licensee irrespective of the number of officers, directors, locations, employees or authorized delegates of that licensee.

C. The bond shall remain in effect until cancelled by the surety, which cancellation may be had only after thirty days' written notice to the superintendent. That cancellation does not affect any liability incurred or accrued during the thirty day period.

D. In lieu of the bond prescribed in this section, an applicant for a license or a licensee may deposit with the superintendent cash or alternatives to cash acceptable to the superintendent in the amount of the required bond. Notwithstanding § 35-155, subsection E, the principal amount of the deposit shall be released only on written authorization of the superintendent or on the order of a court of competent jurisdiction. The principal amount of the deposit shall not be released to the licensee before the expiration of five years from the first occurrence of any of the following:

1. The date of substitution of a bond for a cash alternative unless the superintendent determines in his discretion that the bond constitutes adequate security for all past, present or future obligations of the licensee. After that determination, the cash alternative may be immediately released.

2. The surrender of the license.

3. The revocation of the license.

4. The expiration of the license.

E. Notwithstanding subsections A through D of this section, if the required amount of the bond is reduced, whether by change

in the number of authorized delegates or locations or by legislative action, a cash deposit in lieu of that bond shall not be correspondingly reduced but shall be maintained at the higher amount until the expiration of three years from the effective date of the reduction in the required amount of that bond unless the superintendent in his discretion determines otherwise.

§ 6-1205.01. Net worth requirements

- A.** Each applicant for a license shall have and each licensee shall maintain at all times a net worth of at least one hundred thousand dollars, calculated according to generally accepted accounting principles.
- B.** Any licensee who is engaged in the business regulated under this chapter at more than one location pursuant to § 6-1207 or through authorized delegates pursuant to § 6-1208 shall have an additional net worth of fifty thousand dollars for each location or authorized delegate located in this state, as applicable, to a maximum of five hundred thousand dollars.
- C.** A licensee whose business conducts a total of more than five hundred thousand dollars in transactions that involve transmitting money in an amount of one thousand dollars or more during the preceding year shall maintain net worth in addition to the amounts required by subsections A and B of this section. The additional net worth shall be not less than ten per cent of the total of such transactions conducted in this state, calculated according to generally accepted accounting principles to a maximum of five hundred thousand dollars.

§ 6-1206. Issuance of license; renewal

- A.** On the filing of a complete application, the superintendent shall investigate the financial condition and responsibility, financial and business experience, character and general fitness of the applicant. In his discretion, the superintendent may conduct an on-site investigation of the applicant, the reasonable cost of which shall be borne by the applicant. The superintendent shall issue a license to an applicant if the superintendent finds that all of the following conditions are met:
1. The applicant has complied with §§ 6-1204, 6-1205 and 6-1205.01.
 2. The competence, experience and integrity of the officers, directors and controlling persons and any proposed management personnel indicate that it would be in the interest of the public to permit such person to participate in the affairs of a licensee.
 3. The applicant has paid the required license fee.
- B.** The superintendent shall approve or deny every application for an original license within one hundred twenty days after the date an application is complete, which period may be extended by the written consent of the applicant. The superintendent shall notify the applicant of the date on which the application is determined to be complete. In the absence of approval or denial of the application or consent to the extension of the one hundred twenty day period, the application is deemed approved and the superintendent shall issue the license effective as of the first business day after that one hundred twenty day period or any extended period.
- C.** A licensee shall pay a renewal fee as prescribed in § 6-126 on or before November 1 of each year. The renewal fee shall be accompanied by a renewal application in the form prescribed by the superintendent. A license for which no renewal fee and application have been received by November 1 shall be suspended. A licensee may renew a suspended license no later than December 1 of the year of expiration by paying the renewal fee plus one hundred dollars for each day the renewal fee and application were not received by the superintendent. A license expires on December 1 of each year, unless earlier renewed, surrendered or revoked. A license shall not be granted to the holder of an expired license or to an incorporator, director or officer of the holder of an expired license except on compliance with the requirements provided in this article for an original license.

§ 6-1207. Principal and branch offices; notices

- A.** A licensee shall designate and maintain a principal place of business for the transaction of business regulated by this chapter. If a licensee maintains one or more places of business in this state, the licensee shall designate a place of business in this state as its principal place of business for purposes of this section. The license shall specify the address of the principal place of business and shall designate a responsible individual for its principal place of business.
- B.** If a licensee maintains one or more locations in this state in addition to a principal place of business, and those locations are to be under the control of the licensee and not under the control of authorized delegates as prescribed in § 6-1208, the licensee

shall obtain a branch office license from the superintendent for each additional location by filing an application as required by the superintendent at the time the licensee files its license application. If branch offices are added by the licensee, the licensee shall file with the superintendent an application for a branch office license with the licensee's next quarterly fiscal report prescribed by § 6-1211. The superintendent shall issue a branch office license if the superintendent determines that the licensee has complied with the provisions of this subsection. The license shall indicate on its face the address of the branch office and shall designate a manager for each branch office to oversee that office. The superintendent may disapprove the designated manager then or at any later time if the superintendent finds that the competence, experience and integrity of the branch manager warrants disapproval. A person may be designated as the manager for more than one branch. The licensee shall submit a fee as prescribed in § 6-126 for each branch office license.

C. A licensee shall prominently display the money transmitter license in its principal place of business and the branch office license in each branch office. Each authorized delegate shall prominently display at each location a notice in a form prescribed by the superintendent that indicates that the authorized delegate is an authorized delegate of a licensee under this chapter.

D. If the address of the principal place of business or any branch office is changed, the licensee shall immediately notify the superintendent of the change. The superintendent shall endorse the change of address on the license for a fee as prescribed in § 6-126.

§ 6-1208. Authorized delegates of licensee; reports

A. A licensee may conduct the business regulated under this chapter at one or more locations in this state through authorized delegates designated by the licensee.

B. Each contract between a licensee and an authorized delegate shall require the authorized delegate to operate in full compliance with the law and shall contain as an appendix a current copy of this chapter. The licensee shall provide each authorized delegate with operating policies and procedures sufficient to permit compliance by the delegate with the provisions of title 13, chapter 23 and this chapter and rules adopted pursuant to this chapter. The licensee shall promptly update the policies and procedures to permit compliance with those laws and rules.

C. An authorized delegate is not liable for any obligation imposed on its licensee by this chapter with respect to the business for which it is a delegate. On suspension or revocation of a license or the failure of a licensee to renew its license, the superintendent shall notify all delegates of the licensee who are on record with the department of the department's action. On receipt of this notice, an authorized delegate shall immediately cease to operate as a delegate of that licensee.

§ 6-1209. Cease and desist orders; examinations

A. In addition to his authority under § 6-137, the superintendent may issue an order to cease and desist against a licensee, requiring the licensee to cease conducting its business through an authorized delegate and to take appropriate affirmative action, pursuant to § 6-137, if the superintendent finds that:

1. The authorized delegate has violated, is violating or is about to violate any applicable law or rule or order of the superintendent.
2. The authorized delegate has failed to cooperate with an examination or investigation by the superintendent or the attorney general authorized by this title.
3. The competence, experience, integrity or overall moral character of the authorized delegate or any controlling person of the authorized delegate indicates that it would not be in the interest of the public to permit that person to participate in the business regulated under this chapter.
4. The financial condition of the authorized delegate is such that it might prejudice the interests of the public in the conduct of the business regulated under this chapter.
5. The authorized delegate has engaged, is engaging or is about to engage in any unsafe or unsound act, practice or transaction or an act, practice or transaction that constitutes a violation of this title or of any rule or order of the superintendent.

B. Any business for which a license is required by this chapter conducted by an authorized delegate outside the scope of authority conferred in the contract between the authorized delegate and the licensee is unlicensed activity. An authorized

delegate of a licensee holds in trust for the benefit of the licensee all monies received from the sale or delivery of the licensee's payment instruments or monies received for transmission. If an authorized delegate commingles any such monies with any monies or other property owned or controlled by the authorized delegate, a trust against all commingled proceeds and other monies or property owned or controlled by the authorized delegate is imposed in favor of the licensee in an amount equal to the amount of the proceeds due the licensee.

C. An authorized delegate is subject to examination by the superintendent at the discretion of the superintendent. The licensee is responsible for the payment of an assessment for the examination of its authorized delegates to the extent that the examination relates to the activities conducted by the authorized delegate on behalf of the licensee. That assessment shall be made at the rate set by the superintendent for examination of an enterprise pursuant to § 6-125, subsection B, and payment of that assessment shall be made as prescribed by § 6-125.

§ 6-1210. Suspension or revocation of licenses

The superintendent may suspend or revoke a license if the superintendent finds any of the following:

1. The licensee has made a material misstatement or suppressed or withheld information on an application for a license or any document required to be filed with the superintendent.
2. A fact or condition exists that, if it had existed or had been known at the time the licensee applied for its license, would have been grounds for denying the application.
3. The licensee is insolvent as defined in § 47-1201.
4. The licensee has violated any provision of title 13, chapter 23, this chapter or rules adopted pursuant to this chapter or any order of the superintendent.
5. An authorized delegate of the licensee has violated any provision of title 13, chapter 23, this chapter or rules adopted thereunder or any order of the superintendent as a result of a course of negligent failure to supervise or as a result of the wilful misconduct of the licensee.
6. The licensee refuses to permit the superintendent or the attorney general to make any examination authorized by this title.
7. The licensee knowingly fails to make any report required by this chapter.
8. The licensee fails to pay a judgment entered in favor of a claimant, plaintiff or creditor in an action arising out of the licensee's business regulated under this article within thirty days after the judgment becomes final or within thirty days after expiration or termination of a stay of execution or other stay of proceedings, whichever is later. If execution on the judgment is stayed by court order, operation of law or otherwise, proceedings to suspend or revoke the license for failure of the licensee to comply with that judgment may not be commenced by the superintendent under this subsection until thirty days after that stay.
9. The licensee has been convicted in any state of a felony or of any crime involving a breach of trust or dishonesty.

§ 6-1211. Reports

Each licensee shall file with the superintendent within forty-five days after the end of each fiscal quarter a consolidated financial statement including a balance sheet, income and expense statements and a list of all authorized delegates, branch managers, responsible individuals and locations within this state that have been added or terminated by the licensee within the fiscal quarter. Information regarding branch managers and responsible individuals shall include the information prescribed in § 6-1204, subsection A, paragraph 4. For locations and authorized delegates, the licensee shall include the name and street address of each location and authorized delegate.

§ 6-1212. Permissible investments

A. Every licensee shall maintain at all times permissible investments that comply with either of the following:

1. A market value computed in accordance with generally accepted accounting principles of not less than the aggregate amount of all of its outstanding payment instruments.

2. A net carrying value computed in accordance with generally accepted accounting principles of not less than the aggregate amount of all of its outstanding payment instruments, provided the market value of these permissible investments is at least ninety-five per cent of the net carrying value.

B. Notwithstanding any other provision of this chapter, the superintendent, with respect to any particular licensee or all licensees, may limit the extent to which any class of permissible investments as defined in § 6-1201 may be considered a permissible investment, except for money and certificates of deposit. The superintendent may by rule prescribe or by order allow other types of investments which the superintendent determines to have substantially equivalent safety as other permissible investments to be considered a permissible investment under this chapter.

§ 6-1213. Records

A. Each licensee shall keep and use in its business books, accounts and records in accordance with generally accepted accounting principles that will enable the superintendent to determine whether that licensee is complying with the provisions of this chapter. Each licensee and authorized delegate shall preserve its records for at least five years after making the final entry on any transaction. Each authorized delegate shall keep records as required by the superintendent.

B. For each authorized delegate, the licensee shall maintain records that demonstrate that the licensee conducted a reasonable background investigation of each authorized delegate. A licensee shall preserve those records for at least five years after the authorized delegate's most recent designation by the licensee. For an authorized delegate designated after November 1, 1991, the records shall be available at all times, and for an authorized delegate designated on or before November 1, 1991, the records shall be available at all times after November 1, 1992.

C. The records of the licensee regarding the business regulated under this chapter shall be maintained at its principal place of business or, with notice to the superintendent, at another location designated by the licensee. If the records are maintained outside this state, the superintendent may require that the licensee make those records available to the superintendent at his office not more than five business days after demand. The superintendent may further require that those records be accompanied by an individual who is available to answer questions regarding those records and the business regulated under this chapter. The superintendent may require the appearance of a specific individual or may request the licensee to designate an individual knowledgeable with regard to the records and the business. The individual appearing with the records shall be available to the superintendent for up to three business days.

D. On-site examinations of records prescribed by this chapter may be conducted in conjunction with representatives of other state agencies or agencies of another state or of the federal government as determined by the superintendent. In lieu of an on-site examination, the superintendent may accept the examination report of an agency of this state or of another state or of the federal government or a report prepared by an independent licensed certified public accountant. Joint examination or acceptance of an examination report shall not be deemed a waiver of examination assessments provided by law, and joint reports and reports accepted under this subsection are considered an official report of the department for all purposes. Information obtained by examinations prescribed by this article shall be disclosed only as provided in § 6-129.

§ 6-1214. Liability of licensees

Each licensee is liable for the payment of all moneys covered by payment instruments that it sells or issues in any form in this state whether directly or through an authorized delegate and whether as a maker or drawer or as money received for obligors or for transmission by any means whether or not that instrument is a negotiable instrument under the laws of this state.

§ 6-1215. Notice of source of instrument; transaction records

A. Every payment instrument sold by a licensee directly or through an authorized delegate shall bear the name of the licensee and a unique consecutive number clearly stamped or imprinted on it.

B. For every transaction involving the receipt of money from a customer, the licensee or authorized delegate who receives the money shall maintain written records of the transaction. The records may be reduced to computer or other electronic medium. The records collectively shall contain the name of the licensee, the street address of the location where the money was received, the name and street address of the customer if reported to the licensee or authorized delegate, the approximate date of the transaction, the name or other information from which, together with other contemporaneous records, the superintendent can determine the identity of those employees of the licensee or authorized delegate who may have conducted the transaction

and the amount of the transaction. The information required by this section shall be available through the licensee or authorized delegate who received the money for at least five years from the date of the transaction.

§ 6-1216. Acquisition of control

A. A person shall not directly or indirectly acquire control of a licensee or controlling person without the prior written approval of the superintendent, except as otherwise provided by this section.

B. An application for approval to acquire control of a licensee shall be in writing in a form prescribed by the superintendent and shall be accompanied by information as the superintendent may require. The application shall be accompanied by the fee prescribed in § 6-126. The superintendent shall act on the application within one hundred twenty days after the date on which the application is complete, unless the applicant consents in writing to an extended period. An application that is not denied or approved within that period shall be deemed approved as of the first business day after the expiration of that period.

C. The superintendent shall deny the application to acquire control of a licensee if he finds that the acquisition of control is contrary to law or determines that disapproval is reasonably necessary to protect the interest of the public. In making that determination, the superintendent shall consider both of the following:

1. Whether the financial condition of the person that seeks to control the licensee might jeopardize the financial condition of the licensee or prejudice the interests of the public in the conduct of the business regulated under this chapter.
2. Whether the competence, experience, integrity and overall moral character of the person that seeks to control the licensee, or the officers, directors and controlling persons of the person that seeks to control the licensee, indicate that it would not be in the interest of the public to permit that person to control the licensee.

D. Nothing in this section prohibits a person from negotiating or entering into agreements subject to the condition that the acquisition of control will not be effective until approval of the superintendent is obtained.

E. This section does not apply to any of the following persons or transactions:

1. A registered dealer who acts as an underwriter or member of a selling group in a public offering of the voting securities of a licensee or controlling person of a licensee.
2. A person who acts as proxy for the sole purpose of voting at a designated meeting of the security holders of a licensee or controlling person of a licensee.
3. A person who acquires control of a licensee or controlling person of a licensee by devise or descent.
4. A person who acquires control of a licensee or controlling person as a personal representative, custodian, guardian, conservator, trustee or any other officer appointed by a court of competent jurisdiction or by operation of law.
5. A pledgee of a voting security of a licensee or controlling person who does not have the right, as pledgee, to vote that security.
6. A person or transaction that the superintendent by rule or order exempts in the public interest.

F. Before filing an application for approval to acquire control, a person may request in writing a determination from the superintendent as to whether that person will be deemed in control on consummation of a proposed transaction. If the superintendent determines in response to that request that the person will not be in control within the meaning of this chapter, the superintendent shall enter an order to that effect and the proposed transaction is not subject to the requirements of this section.

§ 6-1217. Appointment of superintendent as agent for service of process; forwarding of process; consent to jurisdiction

A. A licensee, an authorized delegate or a person who knowingly engages in business activities that are regulated under this chapter with or without filing an application is deemed to have done both of the following:

1. Consented to the jurisdiction of the courts of this state for all actions arising under this chapter.

2. Appointed the superintendent as his lawful agent for the purpose of accepting service of process in any action, suit or proceeding that may arise under this chapter.

B. Within three business days after service of process upon the superintendent, the superintendent shall transmit by certified mail copies of all lawful process accepted by the superintendent as an agent to that person at its last known address. Service of process shall be considered complete three business days after the superintendent deposits the copies of the documents in the United States mail.

§ 6-1218. Prohibited transactions

A person shall not engage in conduct requiring a license under this chapter as an authorized delegate of a principal if that principal is not licensed under this chapter. A person who does so shall be deemed to be the principal seller, issuer or actor, and not merely an authorized delegate, and is liable to the holder, remitter or customer as the principal.

§ 6-1219. Repealed by Laws 2004, Ch. 291, § 2

§ 6-1241. Reports to the attorney general; investigation; violation; classification

A. Within thirty days after any transaction or series or pattern of transactions that is conducted or attempted by, at or through the business and that involves or aggregates five thousand dollars or more in funds or other assets, each licensee and authorized delegate of a licensee and each money transmitter shall file with the attorney general's office in a form prescribed by the attorney general a report of the transaction or series or pattern of transactions if the licensee, authorized delegate or money transmitter knows, suspects or has reason to suspect that the activity either:

1. Involves funds that are derived from illegal activities, is intended or conducted in order to hide or disguise funds or other assets that are derived from illegal activities, including, without limitation, the ownership, nature, source, location or control of the funds or other assets, as part of a plan to violate or evade any law or regulation or to avoid any transaction reporting requirement under this chapter or may constitute a possible money laundering violation under § 13-2317 or another racketeering violation as defined in § 13-2301.

2. Has no business or apparent lawful purpose or is not the sort of activity in which the particular customer would normally be expected to engage and the licensee, authorized delegate or money transmitter knows of no reasonable explanation for the activity after examining the available facts, including the background and possible purpose of the activity.

B. A licensee, authorized delegate or money transmitter that is required to file a report regarding business conducted in this state pursuant to the currency and foreign transactions reporting act (31 United States Code §§ 5311 through 5326, including any special measures that are established under 31 United States Code § 5318A, and 31 Code of Federal Regulations part 103 or 12 Code of Federal Regulations § 21.11) shall file a duplicate of that report with the attorney general.

C. All persons who are engaged in a trade or business and who receive more than ten thousand dollars in money in one transaction or who receive more than ten thousand dollars in money through two or more related transactions shall complete and file with the attorney general the information required by 31 United States Code § 5331 and the federal regulations relating to this section concerning reports relating to cash received in trade or business.

D. A licensee, authorized delegate or money transmitter that is regulated under the currency and foreign transactions reporting act (31 United States Code § 5325 and 31 Code of Federal Regulations part 103) and that is required to make available prescribed records to the secretary of the United States department of treasury on request at any time shall follow the same prescribed procedures and create and maintain the same prescribed records relating to each transaction.

E. In addition to the requirements under subsection D of this section and in connection with each transaction that involves transmitting money in an amount of one thousand dollars or more, whether sending or receiving, a licensee or, for transactions conducted through an authorized delegate, an authorized delegate shall retain a record of each of the following:

1. The name and social security or taxpayer identification number, if any, of the individual presenting the transaction and the person and the entity on whose behalf the transaction is to be effected.

2. The type and number of the customer's verified photographic identification, as described in 31 Code of Federal Regulations

§ 103.28.

3. The customer's current occupation.
4. The customer's current residential address.
5. The customer's signature.

F. Subsection E of this section does not apply to transactions by which the licensee's customer is making a bill payment either to a commercial creditor pursuant to a contract between the licensee and the commercial creditor or to a utility company.

G. Each licensee shall create records that reflect the provision of updated operating policies and procedures pursuant to § 6-120B, subsection B and of instruction that promotes compliance with this chapter, title 13, chapter 23 and 31 United States Code § 5318, including the identification of the provider and the material and instruction that were provided.

H. On request of the attorney general, a county attorney or the superintendent, a licensee, authorized delegate or money transmitter shall make any records that are created pursuant to this section available to the attorney general, a county attorney or the superintendent at any time.

I. A licensee or, for transactions conducted through an authorized delegate, an authorized delegate shall maintain any customer identification records that are created pursuant to subsection E of this section for three years. After three years, the licensee or, for transactions conducted through an authorized delegate, the authorized delegate shall deliver the customer identification records to the attorney general. The attorney general shall make the records available on request to the superintendent or a county attorney but shall not otherwise distribute the customer identification records without a court order. The customer identification records shall not be used for any purpose other than for criminal and civil prosecution and the prevention and detection of fraud and other criminal conduct.

J. If the superintendent or the attorney general finds that reasonable grounds exist for requiring additional record keeping and reporting in order to carry out the purposes of this chapter and to prevent the evasion of this chapter, the superintendent or the attorney general may:

1. Issue an order requiring any group of licensees, authorized delegates or money transmitters in a geographic area to do any of the following:

- (a) Obtain information regarding transactions that involve total dollar amounts or denominations of five hundred dollars or more, including the names of any persons participating in those transactions and any persons or entities on whose behalf they are to be effected.
- (b) Maintain records of that information for at least five years and make those records available to the attorney general and the superintendent.
- (c) File a report with the attorney general and the superintendent regarding any transaction in the manner prescribed in the order.

2. Issue an order exempting any group of licensees or authorized delegates from the requirements of subsection E of this section based on the geographic area, the volume of business conducted, the record of compliance with the reporting requirements of this chapter and other objective criteria.

K. An order issued pursuant to subsection J of this section is not effective for more than one hundred eighty days unless renewed after finding that reasonable grounds exist for continuation of the order.

L. The timely filing of a report required by this section with the appropriate federal agency shall be deemed compliance with the reporting requirements of this section, unless the attorney general has notified the superintendent that reports of that type are not regularly and comprehensively transmitted by that federal agency to the attorney general.

M. This chapter does not preclude a licensee, authorized delegate, money transmitter, financial institution or person engaged in a trade or business from instituting contact with and disclosing customer financial records to appropriate state or local law enforcement agencies if the licensee, authorized delegate, money transmitter, financial institution or person has information

that may be relevant to a possible violation of any criminal statute or to the evasion or attempted evasion of any reporting requirement of this chapter.

N. A licensee, authorized delegate, money transmitter, financial institution, person engaged in a trade or business or director, officer, employee, agent or authorized delegate of any of them that keeps or files a record as prescribed by this section, that communicates or discloses information or records under subsection M of this section or that requires another to make any such disclosure is not liable to any person under any law or rule of this state or any political subdivision of this state or under any contract or other legally enforceable agreement, including any arbitration agreement, for the disclosure or for the failure to provide notice of the disclosure to the person who is the subject of the disclosure or to any other person who is identified in the disclosure. This subsection shall be construed to be consistent with 31 United States Code § 5318(g)(3).

O. The attorney general may report any possible violations indicated by analysis of the reports required by this chapter to any appropriate law enforcement agency for use in the proper discharge of its official duties. If an officer or employee of this state or any political subdivision of this state receives a report pursuant to 31 United States Code § 5318(g), the report shall be disclosed only as provided in 31 United States Code § 5318(g). A person who releases information received pursuant to this subsection except in the proper discharge of official duties is guilty of a class 2 misdemeanor.

P. The requirements of this section shall be construed to be consistent with the requirements of the currency and foreign transactions reporting act (31 United States Code §§ 5311 through 5326 and federal regulations prescribed under those sections) unless the context otherwise requires.

Q. A person who refuses to permit any lawful investigation by the superintendent, a county attorney or the attorney general or who refuses to make records available to the superintendent, a county attorney or the attorney general pursuant to subsection H of this section is guilty of a class 6 felony.

§ 6-1242. Investigations

A. The attorney general may conduct investigations within or outside this state to determine if a licensee, authorized delegate, money transmitter, financial institution or person engaged in a trade or business has failed to file a report required by this article or has engaged or is engaging in an act, practice or transaction that constitutes a money laundering violation as provided in § 13-2317.

B. On request of the attorney general, all licensees, authorized delegates, money transmitters and financial institutions shall make their books and records available to the attorney general during normal business hours for inspection and examination in connection with an investigation pursuant to this section.

Schedule 4.13

GD Network Cards Loaded through POS Loads at Participating Stores

[*]

* Confidential Treatment Requested.

Schedule 5.2
Bank Commissions

BASE FEE SCHEDULE

This fee schedule serves only as the basis for the calculation of commissions. For actual Walmart MoneyCard Fees in existence, see [Schedule 1.5\(d\)\(v\)](#).

Fee	Wal-Mart
Initial Issuance of Standard Card*	\$ 3.00
Initial Issuance of Student and Sharepak Card*	\$ 6.00
Monthly Maintenance Fee ¹	\$ 3.00
POS Cash Loads at Retailer ²	\$ 3.00
ATM Fee (Dom, Int'l + Bank teller)	\$ 2.00
ATM Balance Inquiry (Dom & Int'l)	\$ 1.00
Online Issuance of Standard Card	\$ 0.00
Online Bill Payment	\$ 0.00
Foreign Transactions	2%
Rush delivery	\$20.00
Signature Transaction Fee	FREE
PIN Transaction Fee	FREE
Overdraft Fee	N/A
NSF Fee	N/A
IVR Balance Inquiry	FREE
Live Operator Assistance	FREE
WEB Account Management	FREE
E-mail/SMS Balance Alerts	FREE
Mobile Balance Check (Pull)	FREE
Wal-Mart POS Balance Inquiry	FREE
Statement Fee	FREE
Stop Payment Order	FREE
POS Cash Back	FREE
Declined ATM Withdrawal Fee	FREE
Check Cashing Reload	FREE
Direct Deposit Load	FREE

* same fee applies for lost/stolen & second card

¹ Certain monthly maintenance fees waived under the Preferred Plan for loads greater than \$1,000 as set forth in Section 1.5(d)(v) of this Agreement.

² As set forth in Schedule 1.5(d) of this Agreement, POS Cash Loads fees at Retailer are [*] for POS Cash Loads in connection with [*].

* **Confidential Treatment Requested.**

(A) Retailer shall earn, and Bank shall pay to Retailer, commissions calculated as follows:

(1) Prior to the first day of each Program Quarter, the Parties shall establish a [*] of the [*] (the "[*]") for the [*], adjusted based on [*] (each an "[*]").

(2) Prior to the first day of each Program Quarter thereafter, [*] on the [*], [*] and [*] shall [*] and [*] commission [*] (the "[*], Commission, [*]") to be [*] in [*], based on the [*] that [*] the period in [*].

[*]

Program Year	Walmart MoneyCard Sales Volume Tier	[*] Commission Rate (Assuming Base Fee Schedule pricing)
[*]	[*]	[*]%
[*]	[*]	[*]%
[*]	[*]	[*]%
[*]	[*]	[*]%

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[*]

Program Year Walmart MoneyCard Sales Volume Tier	[*] Commission Rate (Assuming Base Fee Schedule pricing)
[*]	[*]%
[*]	[*]%
[*]	[*]%
[*]	[*]%

For the [*] Commission [*], the Parties shall determine a single, blended commission percentage that would be payable by Bank [*] by making the following calculation:

For the blended [*] Commission [*], based on the Annual Sales Forecast: (i) take each percentage rate that would be applied from the table; (ii) multiply each such rate by the Walmart MoneyCard sales volume to which it would be applied; (iii) adding together each such product; and (iv) divide the resulting sum by the total volume. For example, if in Period One the Walmart MoneyCard Forecast is [*], the Commission Rate would be [*]% (i.e. (i) the sum of (x) [*]% times [*] and (y) [*]% times [*], divided by (ii) [*]).

For purposes of this paragraph, the term "Projected Behavioral Curve Revenue" shall mean for any Program Year the projected Program Revenue based on: (i) actual Walmart MoneyCard sales; (ii) the behavioral factors set forth in column (A) in the table at the end of this paragraph (each a "Behavioral Factor" and together, the "Behavioral Factors"); and (iii) the lifetime expected behaviors described in column (B) in the table at the end of this paragraph (the "Lifetime Expected Behaviors"), which show the accrual of the relevant fees during the relevant 36-month period, as illustrated in Exhibit A-1 hereto. For the avoidance of doubt, the 36-month period noted in Exhibit A-1 hereto is solely used for projection purposes, and in no event shall the calculation of such Projected Behavioral Curve Revenue be limited to the Behavioral Factors and Lifetime Expected Behaviors in such 36-month period. Notwithstanding anything to the contrary in this paragraph (C), in the event that actual Program Revenue exceeds Projected Behavioral Curve Revenue during any Program Year, the "Actual Commission Earned" by [*] shall be the sum of (i) the [*] Commission [*], based on actual Walmart MoneyCard sales for the Program Year, determined in accordance with this Schedule 5.2, [*] by the [*], plus (ii) an amount equal to [*] times the [*] that is calculated by subtracting the actual Program Revenue from the Projected Behavioral Curve Revenue (such amount to be deemed a "[*]" for revenue earned in connection with Walmart MoneyCard sales that reflect [*] of such Walmart

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MoneyCards by the Cardholders [*]). An example of Actual Commission Earned based on the calculation set forth above is attached as Exhibit A-2 hereto.

The Behavioral Factors used to calculate Lifetime System Revenue at program inception are set forth below. For purposes of calculating then-current actual Program Revenue, Behavioral Factor(s) may be deleted and new factors may be added as Behavioral Factor(s) at any time due to changes in new or deleted revenue sources upon written request of a Party, subject to the approval of the other Parties, which approval shall not be unreasonably withheld or delayed.

(A) Behavioral Factors	(B) Lifetime Expected Behaviors (need update from GD)	(C) Pricing	(D) Lifetime System Revenue
[*]	[*]	[*]	[*]
[*]	[*]	[*]	[*]
[*]	[*]	[*]	[*]
[*]	[*]	[*]	[*]
[*]	[*]	[*]	[*]
[*]	[*]	[*]	[*]
[*]	[*]	[*]	[*]
[*]	[*]	[*]	[*]
[*]	[*]	[*]	[*]
[*]	[*]	[*]	[*]
[*]	[*]	[*]	[*]
[*]	[*]	[*]	[*]
[*]	[*]	[*]	[*]
[*]	[*]	[*]	[*]
[*]	[*]	[*]	[*]

(3) The actual Program Revenue for each calendar month during the term (a "Program Month") shall be multiplied by the [*] Commission [*] (the "Commission Rate") to derive the aggregate amount of commissions payable to [*] in such Program Month (the "Monthly Aggregate Commission Amount").

(4) Within [*] after the end of each month, Bank shall pay to [*] an amount equal to the Monthly Aggregate Commission Amount.

(B) Within [*] after the end of each Program Quarter, the Parties shall determine the actual amount payable by [*] to Retailer, and shall make an interim true-up payment between themselves as follows: The actual Program Revenue for such Program Quarter shall be multiplied by the new Commission Rate as determined by the Parties as a result of adjusting the Annual Sales Forecast. The product shall be the "[*] Commissions [*]". If the [*] Commissions [*] is more than the sum of commission [*] made by Bank [*] under paragraph (A)(2), Bank shall [*]. If the [*] Commissions [*] is less than the sum of commission [*] made by Bank [*] under paragraph (A)(2) above, [*] to Bank.

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(C) Within [*] after the end of each Program Year, the Parties shall determine the actual amount payable by Bank to Retailer, and shall make a final true-up payment between themselves as follows: The Commission Rate for the Program Year shall be determined as a blended rate based on the methodology described in paragraph (A) above, and shall be multiplied by the actual Program Revenue for the Program Year. The product shall be the "[*] Commissions [*]". If the [*] Commission [*] is more than the sum of the commission [*] made by Bank to [*] during the Program Year under paragraph (b), as adjusted by the interim true-ups under paragraph (c), Bank shall [*] to [*]. If the [*] Commission [*] is less than such adjusted payments to Retailer, [*] shall [*] to Bank.

(D) If Walmart MoneyCard fees or pricing vary for any reason from the fees and pricing shown in the Base Fee Schedule, Bank and Retailer shall [*] commissions to be paid to Retailer beginning on the date(s) on which such variance takes effect, in accordance with the terms of this Agreement; provided, however, that: (i) in connection with such variance, the Parties shall [*] a new [*] Commission Rates according to each Walmart MoneyCard Sales Volume Tier in accordance with the methodology established under this Agreement for price and fee variance, which methodology assumes (a) Retailer's revenue share adjustment shall be calculated based upon Retailer bearing or benefitting from [*] ([*]%) of such economic impact, as applicable and as described in the examples set forth in Exhibit A to this Schedule 5.2; and (ii) the [*] Commission Rates shall remain in effect only until another variance occurs, at which time the Parties again shall undertake the process described in this paragraph (D) to determine the [*] Commission Rates. Calculations shall be based on the fees and prices in the Base Fee Schedule, and the Lifetime System Revenue generated by the average Walmart MoneyCard is projected to be \$[*].

(e) The Parties may mutually agree at any time to modify the processes described in this Schedule 5.2 in order to more accurately forecast revenue share and facilitate accounting and settlement procedures.

* **Confidential Treatment Requested.**

[*]

* Confidential Treatment Requested.

Exhibit A to Schedule 5.2

Price and Fee Variance from Base Fee Schedule

Example I

1. At Retailer's request, Bank agrees to change the card issuance fee from \$[*] to \$[*].
2. As a result, the Lifetime System Revenue for the card gets reduced from \$[*] to \$[*]. If the Lifetime System Revenue has changed based on the latest behavior curves, then the \$[*] reduction will be applied to the latest Lifetime System Revenue \$.
3. Retailer shares in [*]% of the price change impact on Lifetime System Revenue, and Bank the remaining [*]%
4. [*] commissions at each tier are therefore adjusted to reflect a $[*] \times \$[*] = \$[*]$ reduction in Retailer \$ per Card. The table below summarizes the calculations at each tier:

Annual Card Sales Volume Tier	Retailer Commission Before variance from Base Fee Schedule	Retailer \$ per card Before variance from Base Fee Schedule	Retailer \$ per card After variance from Base Fee Schedule	Commission After Variance from Base Fee Schedule
[*]	[*]%	\$[*]	$\$[*] (-\$[*]-\$[*])$	$[*] \% (-\$[*]/\$[*])$
[*]	[*]%	\$[*]	$\$[*] (-\$[*]-\$[*])$	$[*] \% (-\$[*]/\$[*])$
[*]	[*]%	\$[*]	$\$[*] (-\$[*]-\$[*])$	$[*] \% [*] (-\$[*]/\$[*]) [*]$
[*]	[*]%	\$[*]	$\$[*] (-\$[*]-\$[*])$	$[*] \% (-\$[*]/\$[*])$

* Confidential Treatment Requested.

Price and Fee Variance from Base Fee Schedule

Example II

1. At Retailer's request, Bank agrees to change the monthly maintenance fee from \$[*] to \$[*].
2. As a result, the Lifetime System Revenue for the card gets reduced from \$[*] to \$[*] ($[\$[*]-[*]] \times \$[*]$). If the Lifetime System Revenue has changed based on the latest behavior curves, then the \$[*] reduction will be applied to the latest Lifetime System Revenue \$.
3. Retailer shares in [*]% of the price change impact on Lifetime System Revenue, and Bank the remaining [*]%
4. Retailer's commissions at each tier are therefore adjusted to reflect a $[\$[*]] \times \$[*] = \$[*]$ reduction in Retailer \$ per Card. The table below summarizes the calculations at each tier:

Annual Card Sales Volume Tier	Retailer Commission Before variance from Base Fee Schedule	Retailer \$ per card Before variance from Base Fee Schedule	Retailer \$ per card After variance from Base Fee Schedule	Commission After Variance from Base Fee Schedule
[*]	[*]%	\$[*]	\$[*] ($=\$[*]-\$[*]$)	[*]% ($=\$[*]/\$[*]$)
[*]	[*]%	\$[*]	\$[*] ($=\$[*]-\$[*]$)	[*]% ($=\$[*]/\$[*]$)
[*]	[*]%	\$[*]	\$[*] ($=\$[*]-\$[*]$)	[*]% ($=\$[*]/\$[*]$)
[*]	[*]%	\$[*]	\$[*] ($=\$[*]-\$[*]$)	[*]% ($=\$[*]/\$[*]$)

* Confidential Treatment Requested.

Price and Fee Variance from Base Fee Schedule

Example III

1. At Retailer's request, Bank agrees to change the Monthly Maintenance Fee from \$[*] to \$[*]
2. As a result, the Lifetime System Revenue for the card increases from \$[*] to \$[*]. If the Lifetime System Revenue has changed based on the latest behavior curves, then the \$[*] increase will be applied to the latest Lifetime System Revenue \$.
3. Retailer shares in [*]% of the price change impact on Lifetime System Revenue, and Bank the remaining [*]%.
4. Retailer's commissions at each tier are therefore adjusted to reflect a [*]*\$[*] = \$[*] increase in Retailer \$ per Card. The table below summarizes the calculations at each tier:

Annual Card Sales Volume Tier	Retailer Commission Before variance from Base Fee Schedule	Retailer \$ per card Before variance from Base Fee Schedule	Retailer \$ per card After variance from Base Fee Schedule	Commission After Variance from Base Fee Schedule
[*]	[*]%	\$[*]	\$[*](-\$[*]+\$[*])	[*]% (-\$[*]/\$[*])
[*]	[*]%	\$[*]	\$[*] (-\$[*]+\$[*])	[*]% (-\$[*]/\$[*])
[*]	[*]%	\$[*]	\$[*] (-\$[*]+\$[*])	[*]% (-\$[*]/\$[*])
[*]	[*]%	\$[*]	\$[*] (-\$[*]+\$[*])	[*]% (-\$[*]/\$[*])

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Schedule 7.2(d)

Security Procedures for Card Distribution

- Packaging Encoder
 - o Bank shall use a certified Visa packaging encoder for encoding of the Walmart MoneyCard packaging.
- Bank Distribution Center
 - o Green Dot, as servicer for Bank, shall store replenishment inventory of Walmart MoneyCard packaging per the Visa secure packaging guidelines.
- Packaging Encoder to Retailer Distribution Center ("Wal-Mart DC")
 - o Walmart MoneyCard packaging will be transported in a secure truck with under dual control with GPS tracking.
 - o Packaging boxes affixed with store-specific labels shall be shipped to Wal-Mart DC.
- Wal-Mart DC Receipt
 - o Retailer will receive in Walmart MoneyCard packaging and will [*] ensure that the proper packaging boxes are routed to the corresponding Store trucks per the Green Dot/Bank labels.
- Wal-Mart DC to Store
 - o Retailer will [*] transport the Walmart MoneyCard in trucks who service only one Store and the truck will be sealed when leaving the Wal-Mart DC. Any break in the seal upon receipt at the Store must be reported to Green Dot, as servicer for Bank.

* **Confidential Treatment Requested.**

Schedule 9.3(a)
SERVICE LEVELS

<u>Service Level</u>	<u>Definition</u>	<u>Defect Definition</u>	<u>Calculation</u>	<u>Target %</u>	<u>Default %</u>	<u>Comments</u>
1. Purchase Authorizations	Percentage of Availability of the Purchase Authorization System	[*]	[*]	[*]	[*]	
2. IVR Availability	Percentage of Availability of the Bank IVR	[*]	[*]	[*]	[*]	
3. Call Response Timeliness	Percentage of calls answered by a live representative in 120 seconds	[*]	[*]	[*]	[*]	
4. Call Abandonment	Percentage of calls abandoned while waiting for a live customer service representative	[*]	[*]	[*]	[*]	
5. Call Quality	Percent of calls meeting mutually (by Bank and Green Dot) agreed upon quality standard for an acceptable call, per mutually agreed call quality review form	[*]	[*]	[*]	[*]	[*]
6. New Cardholder Set Up Accuracy [Fields covered: Name, address, and SSN]	Percentage of new Cardholder accounts that contain an error.	[*]	[*]	[*]	[*]	

* **Confidential Treatment Requested.**

<u>Service Level</u>	<u>Definition</u>	<u>Defect Definition</u>	<u>Calculation</u>	<u>Target %</u>	<u>Default %</u>	<u>Comments</u>
7. New Cardholder Card Production Accuracy	Measure of the accuracy of Permanent Walmart MoneyCard production services including plastics, embossing, graphics/ thermal prints, inserts, card mailers, activation stickers, envelope and PIN mailer	[*]	[*]	[*]	[*]	
8. New Cardholder Card Production Timeliness	Timeliness of Permanent Walmart MoneyCards being embossed and put into the mail system	[*]	[*]	[*]	[*]	
9. Customer Website Access	Percentage of Available Use time for www.walmartmoneycard.com	[*]	[*]	[*]	[*]	
10. Walmart MoneyCard Fee Accuracy	The percentage of accurate assessment of all Walmart MoneyCard Fees	[*]	[*]	[*]	[*]	
11. Customer Satisfaction Survey	The percentage of Cardholders who are satisfied as indicated by results of mutually agreed (by Bank and Servicer/Green Dot) satisfaction survey	[*]	[*]	[*]	[*]	[*]

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Schedule 9.3(b)

SUPER SERVICE LEVELS

Super Service Levels will be measured on a calendar month basis.

<u>SLA</u>	<u>Definition</u>	<u>Defect Definition</u>	<u>Calculation</u>	<u>Target</u>	<u>Default (3/1/09 and after)</u>
Card Sales and POS Card Reload System Availability	Percentage of Availability of the Authorization System for Card Sales and POS Card Reloads	[*]	[*]	[*]	[*]
Card Sales and POS Card Reload System Response Time	Timeliness of the Authorization System for Card Sales and POS Card Reloads		[*]	[*]	[*]

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SCHEDULE 12.3
RETAILER MARKS
PERSONAL CARD



WM_VISA_PERSONAL_05_LAYER.psd
WM_Back_PERSONAL_09.eps

JULY 12

**Wal-Mart
PERSONAL CARD / VISA**

TSYS will add
the black BIN #



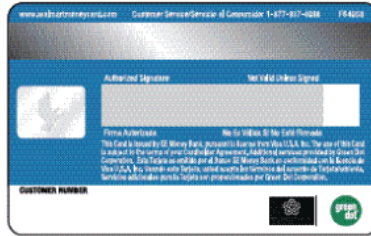
- FRONT**
- 4/2 color bleed
 - Visa Silver Hologram
 - Visa colors on logo
 - 20% Pearl
 - UV
- BACK**
- Mag stripe (silver)
 - Visa Sig Panel

Pre-printed Image

Printer will add Visa Silver Hologram/Logo — TSYS will add IN# AND C/N in black



TSYS will add C/N number
in black





Schedule 13.1
Technology

None

* Confidential Treatment has been requested for the marked portions of this exhibit pursuant to Rule 406 of the Securities Act of 1933, as amended.

CARD PROGRAM SERVICES AGREEMENT

This Card Program Services Agreement ("Agreement") is made as of this 27th of October, 2006 (the "Effective Date") by and between GE Money Bank, a federal savings bank ("Bank"), with an office located at 4246 South Riverboat Road, Suite 200, Salt Lake City, Utah 64123, and Green Dot Corporation, a Delaware corporation ("Servicer"), with an office located at 605 East Huntington Drive, Suite 205, Monrovia, California 91016.

WHEREAS, Bank is engaged in the business of issuing prepaid cards in a variety of different programs, including under private label arrangements with retailers in which the cards bear the marks or logos of the retailers;

WHEREAS, Servicer is engaged in the business of providing various services to issuers of prepaid cards, including processing, settlement and other services with respect to such cards;

WHEREAS, Bank and Servicer desire that Servicer provide to Bank certain services in connection with payment cards issued by Bank, as provided in this Agreement;

NOW, THEREFORE, in consideration of the payments to be made and services to be performed hereunder, upon the terms and subject to the conditions set forth in this Agreement and intending to be legally bound, the Bank and Servicer (each a "party" and collectively the "parties") agree as follows:

I. Individual Programs.

A. This Agreement sets forth the terms and conditions on which Servicer will provide services for one or more prepaid card programs offered by Bank (each a "Program") that the parties mutually agree will be subject to this Agreement.

B Servicer shall have a right of first refusal to be the servicer on any prepaid card program involving a Prepaid Card, as that term is defined in the Network Agreement, that is offered by the Bank and sponsored or distributed by another Person, other than a prepaid card program offered directly to Cardholders. Such right of first refusal shall include both the right to make an initial offer of terms and conditions on which Servicer will service Prepaid Cards in such prepaid card program and the final right to better any final offer of terms and conditions by another servicer before acceptance by Bank. Notwithstanding the foregoing, Servicer shall not be entitled to exercise such right of first refusal if either (1) the [*], or (2) there is a material default by Servicer with respect to any Program serviced by Servicer.

C. To the extent that Bank promotes a servicer as part of its marketing efforts to Persons that will be sponsors or distributors of a prepaid card program involving a Prepaid

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Card, Bank will exclusively promote Servicer as its preferred provider. Notwithstanding the foregoing, Bank may [*] ([*]) [*].

D. The provisions of Sections I.B and I.C of this Agreement apply to the Bank only with respect to Prepaid Cards issued by Bank for the Retail Consumer Finance unit of General Electric Capital Corporation, or any successor unit or division.

II. Program Schedules.

A. For each Program subject to this Agreement, the parties shall agree upon "Program Schedules" for the Program addressing (A) Description of Program, (B) Description of Services, (C) Service Level Agreement, (D) Servicing Fees, and (E) Reporting Package. Such Schedules, upon agreement of the parties, shall be incorporated into and become a part of this Agreement.

B. Attached to this Agreement on the date hereof are the following Program Schedules for the first Program subject to this Agreement, where the "1" immediately following "Schedule" indicates the first such Program: Schedule 1-A — Description of Program (Wal-Mart Program); Schedule 1-B — Description of Services, Schedule 1-C — Service Level Agreement; Schedule 1-D — Servicing Fees; Schedule 1-E — Reporting Package; and Schedule 1-F-Settlement Terms for Intermediary Services.

C. Program Schedules for Programs other than the first Program shall be agreed upon by the parties when the Program is made subject to this Agreement, and shall be numbered "Schedule 2-," "Schedule 3-," etc. to reference the second, third and subsequent Programs subject to this Agreement as agreed upon by the parties.

III. General Terms and Conditions. The General Terms and Conditions and all schedules and exhibits attached hereto are incorporated herein and deemed part of this Agreement and the parties agree to comply with all such provisions.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on their behalf as of the date first above written.

Green Dot Corporation

605 East Huntington Drive, Suite 205
Monrovia, California 91016

By: /s/ Steven W. Streit
Name: Steven W. Streit
Title: CEO

GE Money Bank

4246 South Riverboat Road, Suite 200
Salt Lake City, Utah 64123

By: /s/ Margaret M. Keane
Name: Margaret M. Keane
Title: SVP, GE Money Bank

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TERMS AND CONDITIONS

1. CONSTRUCTION

1.1. **Definitions.** Unless otherwise defined herein, capitalized terms shall have the meaning ascribed to them in Section 19 of this Agreement.

1.2. **References.** In this Agreement, references and mention of the word “includes” and “including” shall mean “includes, without limitation” and “including, without limitation,” as applicable, and the word “any” shall mean “any or all”. Headings in this Agreement are for reference purposes only and shall not affect the interpretation or meaning of this Agreement.

1.3. **Interpretation.** In the event of a conflict between the general terms and conditions and the terms of any exhibit or schedules attached hereto, the terms of the exhibit or schedule shall control the interpretation of the Agreement with respect to the Services provided under that particular exhibit or schedule only. The exhibits and schedules together with the general terms and conditions shall be interpreted as a single document. This Agreement 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.

2. TERM

Unless this Agreement has been earlier terminated, this Agreement shall commence on the Effective Date and end concurrently with the expiration or termination of the last Program subject to this Agreement (the “**Term**”). Unless otherwise agreed in writing by the parties, the Servicing Fees for Services provided by Servicer to Bank with respect to a Program shall remain fixed throughout the term of the Program, provided that the parties shall mutually agree in writing to the fees for any additional Services or services other than the Services. Unless otherwise agreed to by the parties in a Description of Program Schedule, as defined in Section 3.1, and subject to the terms of Article 8, the term of any Program shall commence on the effective date of such Program and end on the expiration date of such Program as set forth in the Description of Program Schedule.

3. IMPLEMENTATION

3.1. **Development of Implementation Plans.** In connection with any Program listed in Schedule 1-A, 2-A and so forth (each a “**Description of Program Schedule**”) and any other Program added by mutual agreement of Servicer and Bank, Servicer, with the involvement of Bank, will develop a detailed, customized plan for implementation of the Services to be provided in the Program, which may provide for a pilot prior to full rollout (each, an “**Implementation Plan**”). Each Implementation Plan will be mutually developed and agreed upon by the parties, and will include assignment of tasks, deliverables and timelines, and an acceptance testing plan. Changes to Implementation Plans shall be mutually agreed upon and documented via a change control process. The implementation project leaders for each party shall regularly communicate on the progress of the implementation, the feasibility of the Implementation Dates specified in the Implementation Plans, and such other matters which may affect the smooth startup of the

Program. The parties will work together to identify and resolve any issues arising in connection with any Program implementation.

3.2. **Assignment of Resources.** Each party agrees to assign sufficient and knowledgeable staff to support each Implementation Plan, and shall cooperate fully with all reasonable requests of the other party made necessary to affect each Implementation Plan in a timely and efficient manner.

3.3. **Pilot Target Date.** The parties have agreed that they will each be ready on or before October 29, 2006 to conduct an external pilot of the first Program subject to this Agreement, subject to any issues with the Bank Client. Such pilot shall involve approximately 380 Bank Client locations in the States of California, Georgia, Alabama, and Texas.

4. SERVICES

4.1. **Obligation to Provide Services.** The services that Servicer will provide to (or on behalf of) Bank in connection with a Program (collectively, "Services") shall be set forth in Schedule 1-B, 2-B, and so forth (each, a "Description of Service Schedule"). Servicer hereby agrees to provide the Services in accordance with the provisions of this Agreement. Except for any Bank Assumed Expenses, Servicer shall (a) be responsible for all costs and expenses incurred by Servicer in performing the Services, except such costs and expenses which the parties agree in writing will be paid for by a Bank Client or by a Network, and (b) pay all Other Expenses incurred in connection with the Program as and when such Other Expenses become due. All Services that involve customer contact shall be conducted from locations within the United States, unless otherwise approved by Bank in writing, which approval shall not be unreasonably withheld or delayed, provided that (i) Bank may in any case withhold or revoke its approval in the event a Bank Client objects to the foreign location or if Servicer or its outsource vendor violates Applicable Law, and (ii) any data that is transmitted outside of the United States pursuant to this Section shall be subject to the same data and security standards imposed on Bank with respect to Bank Data maintained in the United States. For purposes of the first Program subject to this Agreement, Servicer may provide Cardholder interfacing related Services from locations in the United States, Guatemala and/or the Philippines.

4.2. **Service Levels.** Performance standards for the Services (each a "Service Level") shall be as set forth in Schedule 1-C, 2-C, and so forth (each a "Service Level Schedule"). Failure to meet Critical Service Levels identified in a Service Level Schedule (a Critical Service Level failure may include repeated failure to perform in accordance with a particular Service Level, if so defined in a Service Level Schedule), will be grounds for termination by Bank, as further provided in Section 8.1(j). Servicer shall cure any failure to achieve a Service Level within the period specified within the applicable Service Level Schedule. Remedies, if any, for failure to achieve a Service Level shall be as set forth in a Service Level Schedule.

4.3. **Performance Warranty.** Servicer represents and warrants the following with respect to the Services (the "Performance Warranty"): (i) that the Services will be performed in accordance with the requirements set forth in any applicable Schedule attached hereto, and in a timely, competent, and workmanlike manner consistent with or exceeding generally accepted industry standards, practice, and procedures for the Services, and (ii) that it will comply with

Applicable Law in the performance of its duties and obligations under this Agreement, each Program implemented pursuant hereto, and the Transactions contemplated herein, and (iii) that the Servicer System, and all Services, will function, and be provided, in material conformance with the applicable Documentation.

(a) Except as may be expressly agreed in writing by Servicer, Servicer's Performance Warranty does not apply to:

(i) defects, problems, or failures caused by the Bank's nonperformance of obligations essential to Servicer's performance of its obligations or by Bank's instructions to Servicer; or

(ii) defects, problems, or failures caused by an event of force majeure, provided Servicer takes the steps outlined in Section 17.10 hereof to recover from, or mitigate the impact of, the force majeure.

(b) THE PERFORMANCE WARRANTY, AND THE WARRANTIES IN ARTICLE 6 HEREOF, ARE IN LIEU OF, AND SERVICER DISCLAIMS ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO THE SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE. ADDITIONALLY, EXCEPT AS OTHERWISE PROVIDED HEREIN, BANK DISCLAIMS ANY WARRANTY, CONDITION OR REPRESENTATION (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO ITS OBLIGATIONS HEREUNDER.

4.4. Staffing.

(a) Servicer shall employ adequate numbers of suitably trained and highly qualified personnel with the education, knowledge base, experience and skill necessary to perform the Services. Servicer will deploy and maintain employee screening procedures which comply with Applicable Law.

(b) Servicer will assign a relationship manager to Bank's business, and other high-level managers designated by Servicer who will be responsible on an overall basis for Bank's business with Servicer ("Key Personnel"), and will respond to any issues raised by Bank with respect to such managers, including removing from Bank's business any Key Personnel whose performance is not reasonably satisfactory to Bank.

4.5. Conduct of Servicer Personnel. Servicer personnel, when performing Services on the premises of Bank or its Affiliates, shall comply with all rules and regulations that Bank or the Affiliate advises Servicer are generally applicable to Bank's or the Affiliate's contractors, as well as any policies and procedures that may be provided by Bank or the Affiliate relating to confidentiality and security of Bank's or the Affiliate's Confidential Information. Without limiting the foregoing, Servicer will ensure that its Key Personnel working on the Program read, acknowledge and comply with Bank's Sharing the Commitment to Integrity policy (the "Integrity Policy") applicable to Bank's service providers (set forth as Exhibit A hereto) as well

as Applicable Law that prohibits disclosure of Bank Data. Servicer will roll out awareness training on the Integrity Policy to those of its employees Servicer considers appropriate based on their job role.

4.6. **Subcontracting.**

(a) Except for (1) Total Systems Services, Inc. and its Affiliates, including TSYS Prepaid, Inc., ClientLogic Operating Corporation and its Affiliates and 24/7 Customer.com Inc.; and (2) subcontracting development work to individual contract programmers, hiring individual temporary employees to augment its operations, or as otherwise expressly permitted herein, Servicer will not subcontract performance of any of the Services without Bank's prior written consent, which Bank will not unreasonably withhold or delay. Servicer will ensure that any subcontractors engaged in connection with the Services meet the same standards as are required of Servicer's personnel hereunder. Servicer shall be responsible for the work performed by, and the acts and omissions of, all of its subcontractors as if they were Servicer's employees. Notwithstanding the foregoing, vendors providing printing, manufacturing, shipment and merchandising services to Bank and/or Servicer in connection with a Program shall not be considered subcontractors for purposes of this Agreement.

(b) Promptly after the Effective Date, Servicer shall cooperate with Bank in Bank's efforts to cause Servicer's subcontractor, TSYS, to enter into an agreement with Bank, in form and substance acceptable to Bank, pursuant to which TSYS will provide Bank or its designee with Termination/Expiration Assistance and/or continued services equivalent to the services TSYS provides to Servicer prior to the termination or expiration of any Program hereof if Servicer fails to perform its obligations under this Agreement. Servicer shall provide to Bank all necessary information and data, including relevant codes, necessary for Bank to receive such services from TSYS.

4.7. **Status Meetings/Reports.** Bank and Servicer will hold regularly scheduled periodic meetings to review the status of the performance of the Services. Ad hoc meetings will also be held at the request of either party. Agendas shall be agreed upon between both Parties. Each party will use its best efforts to address and resolve any issues identified at such meetings. Servicer will provide reports regarding its performance as set forth in Schedule 1-E, Schedule 2- E and so forth (each a "**Reporting Schedule**").

4.8. **Coordination.** Servicer will cooperate and coordinate, at Bank's request, with Bank and/or any other third parties working with Bank who are performing similar, related or different services than the Services to facilitate proper interfaces and overall achievement of Bank's goals. Additionally, each party will promptly notify the other if it becomes aware of an act or omission of a third party service provider that may materially affect or delay provision of the Services.

4.9. **Review of Servicing Materials.** Servicer shall submit to Bank, for Bank's prior written approval, all written correspondence, Cardholder service scripts, advertisements, policies, procedures, packaging and other materials relating to marketing Cards or the Program, Cardholder servicing, statementing or handling of Transactions (including Cardholder Agreements and privacy policies), and any other materials (printed or otherwise) that will be sent

to, used to communicate with or market to prospective, current or former Cardholders or Bank Clients (e.g., Wal-Mart) (referred to herein as "Servicing Materials"); provided, however, that Bank shall not have the right to terminate this Agreement for Servicer's failure to obtain such approval from Bank as long as (i) Servicer in good faith attempts to comply with the requirements of this Section 4.9, and (ii) Servicer does not materially fail to comply with such requirements subsequent to receiving written notice from Bank of non-compliance with such requirements. Bank shall review all Servicing Materials submitted by Servicer and provide its response within ten (10) Business Days after receipt from Servicer. Servicer shall abide by and use the approved Servicing Materials in providing Services hereunder. Upon approval of the Servicing Materials by Bank, any material changes to such Servicing Materials shall require the written approval of Bank before such changed version is used in performing the Services. Servicer shall not use any Servicing Materials in providing the Services until such approval is given by Bank.

4.10. Training and Education

(a) Servicer shall provide a reasonable number of sessions of training to Bank, and at Bank's request, to Bank Clients, in accordance with the training schedule developed pursuant to the applicable Implementation Plan. The sessions shall be provided at no charge if held at a Servicer facility or a facility of a Bank Client. If Bank wishes to hold any such sessions at a location other than a Servicer facility or a Bank Client facility, Servicer will provide such training sessions at the location(s) of Bank's choice, at times mutually agreed between Servicer and Bank.

(b) Servicer will provide to Bank, at no charge, five (5) complete sets of the Documentation. Each time any Documentation is updated with a material revision, Servicer will provide five (5) sets of such updates to Bank at no additional charge. Bank may make copies of the Documentation (or relevant portions) for internal distribution in connection with monitoring and/or performing its obligations under any Program and, provided it has obtained Servicer's written consent, which consent shall not be unreasonably withheld, may provide copies of such Documentation (or relevant portions) to (i) Bank Clients who are enrolled under any Program, and (ii) Bank's third party providers as required to support Bank's disaster recovery plans.

(c) Servicer shall adopt and maintain a training program for its personnel and those of its permitted subcontractors who perform any customer-interfacing related Services that is reasonably acceptable to Bank. Servicer shall provide the training materials used for such training to Bank for review. Bank shall review such training materials and provide its comments within ten (10) Business Days of receipt.

4.11. Reliance on Data. Servicer will perform the Services on the basis of information furnished by Bank, and data provided by Bank Clients. Servicer shall be entitled to rely upon any such data, information, or instructions as provided by Bank and Bank Clients. Notwithstanding the foregoing, Servicer will maintain in the Servicer System one or more validation procedures to identify and verify questionable incoming data (e.g., duplicate files, redundant transactions) even if caused by Bank Client/merchant error, and will re-validate or reject any transactions that appear to be erroneous. The parties shall each use commercially

reasonable efforts to correct any errors in data, once discovered, at the earliest possible opportunity.

4.12. **Settlement.**

(a) Unless otherwise agreed upon in writing by the parties, all Transactions in which a Cardholder makes a purchase or obtains cash, including Transactions at Bank Client locations, shall be authorized, processed and settled pursuant to Network Rules. Bank and Servicer acknowledge and agree that, where Servicer processes a Transaction for a Card issued by Bank, Bank is either obligated to pay the amount of the Transaction, or Bank is entitled to receive the amount of the Transaction under applicable Network Rules.

(b) Servicer shall daily determine the Net Network Settlement for Bank on all Card Transactions under the Network Rules and shall provide written notice of such amount to Bank no later than [*]. "Net Network Settlement" means the net amount payable to Bank by the Networks, or the net amount payable to the Networks by Bank, as applicable, for Transactions settled with Networks and/or other financial institutions in accordance with applicable Network Rules. Bank shall receive payment directly from the Networks, or shall pay directly to the Networks, the Net Network Settlement amount in accordance with the Network Rules pursuant to settlement accounts established between Bank and the Networks.

(c) In addition to Settlement of Transactions subject to the Network Rules, the parties acknowledge that this Agreement shall govern the settlement between the parties of (i) Transactions at Bank Client locations in which a Cardholder purchases or loads a Card (other than a GD Reload) ("Bank Client Reload"), and (ii) if Bank agrees to provide Intermediary Services with regard to a Bank Client as contemplated by Section 16.3, funds owing between the Bank Client and the Servicer with respect to the Green Dot Merchant Arrangement. The terms and conditions of settlement of Bank Client Reloads and transfer of funds in connection with such Intermediary Services are set for in Schedule 1-F.

(d) Bank shall pay Servicer, by initiating a fed-wire before [*] of [*], any Net Load Settlement owed by Bank to Servicer for Transactions occurring on the Business Day before the immediately prior Business Day and any previous non-Business Days, and Servicer will pay to Bank, by initiating a fed-wire before noon of each Business Day, any Net Load Settlement owed by Servicer to Bank for Transactions occurring on the [*] the [*] and any previous non-Business Days. Servicer will provide Bank with daily settlement and accounting information, and Bank agrees that Bank is responsible for the daily maintenance and reconciliation of all accounting entries with respect to the Net Load Settlement. For these purposes, "Net Load Settlement" shall mean the net amount owing between the parties with respect to the Settlement described on Schedule 1-F.

(e) Interchange income payable by the Networks on Cards issued by Bank shall be paid by the Network to Bank and Bank shall pay the portion of such income payable to Servicer under this Agreement as a servicing fee and retain the remainder. All expenses and assessments on Bank by the Networks with respect to the Cards shall be paid directly by Bank and Servicer shall reimburse Bank upon demand for such amounts as part of the Other Expenses payable by Servicer under this Agreement.

* **Confidential Treatment Requested.**

4.13. **Changes to Program.** Bank shall have the right to change a Program as described in any Description of Program Schedule in accordance with the provisions of this Section 4.13. If Bank desires to make such a change, Bank shall provide Servicer written notice of such change in a Program that Bank is requesting (a “Program Change Notice”) and the parties shall mutually agree in writing on a reasonable time period (including reasonable time for unexpected events) for Servicer to implement the change, assuming Servicer allocates reasonable resources to the project. Servicer shall complete work on changes requested by Bank within the time period agreed upon by the parties. Notwithstanding the foregoing, the parties agree that: (a) Bank shall pay any reasonable incremental costs and expenses incurred by Servicer as a result of such change in the Program; and (b) in the event that such change materially affects the rights or obligations of Servicer under this Agreement (other than Servicer’s right to payment which shall be governed by Section 4.13(a)), Servicer shall so notify Bank in writing within fifteen (15) Business Days of receiving such notice of change from Bank, and upon receipt of such a notice by Bank, the parties will attempt in good faith to negotiate an amendment to the provisions hereof to address such effects. If the parties are unable to reach a mutually satisfactory agreement as to such an amendment as contemplated by Section 4.13(b), either party may terminate this Agreement upon not less than ninety (90) days’ advance written notice to the other party. Bank reserves the right to withdraw a Program Change Notice, including if the parties cannot agree upon the reasonable incremental costs and expenses to Servicer as contemplated by Section 4.13(a) or on any changes to this Agreement as contemplated by Section 4.13(b). Upon implementation of a change to a Program pursuant to this Section 4.13, the affected Description of Program Schedule shall be revised to incorporate such change. Notwithstanding the foregoing, changes to the Program resulting from changes in Applicable Law or Network Rules shall not be subject to this Section 4.13, but shall be governed by Sections 7.2 and 7.3, respectively.

5. SERVICING FEES AND PAYMENT

5.1. **Servicing Fees.** Bank agrees to pay Servicer the servicing fees (“Servicing Fees”) as specified in Schedule 1-D hereto, Schedule 2-D, and so forth (each a “Fee Schedule”) and to reimburse Servicer for any Bank Assumed Expenses in accordance with the terms of the relevant Fee Schedule. Except as expressly provided in this Agreement: (a) the Servicing Fees and Bank Assumed Expenses shall be Servicer’s sole right to compensation under this Agreement, and (b) Bank shall not be obligated to reimburse Servicer for any costs or expenses incurred by Servicer in performing the Services or payable by Servicer in connection with this Agreement other than the Bank Assumed Expenses.

5.2. **Disputed Amounts.** If either party disputes any fee, charge or amount on any invoice issued pursuant to this Agreement, and such dispute cannot be resolved promptly through good faith discussions between the parties, the parties shall diligently proceed to resolve any such dispute, provided that the disputing party delivers a written statement to the other party describing the basis of the dispute.

5.3. **Terms of Payment.** Bank shall pay Servicer any amounts due Servicer, other than amounts payable under Section 4.12, within forty-five (45) days following receipt of Servicer’s invoice therefor.

5.4. **Taxes.** The Servicing Fees provided herein do not include any federal, state or local sales, use or similar taxes or duties applicable to the Services provided hereunder, and Bank shall have no liability for such amounts. Bank shall not be responsible for reimbursing Servicer for any taxes based on Servicer's income or corporate franchise.

5.5. **Recovery.** The Parties agree that the Servicing Fee payable to Servicer under Section 5.1 may include all or a portion of amounts paid to Bank by a Bank Client, a Network or other third party with respect to a Program. If the Servicing Fee payable to Servicer includes any such amounts, they shall be set forth on the applicable Fee Schedule and Bank agrees not amend an agreement with such a third party with respect to payment of such amounts to Bank, or waive any rights to such payment, without the consent of Servicer. The parties agree that other payments in respect of costs may be allocated as agreed by the parties in writing.

5.6. **Revenue Share.** If the Parties determine to jointly offer ancillary products to Cardholders, they shall determine an allocation of compensation from such offerings between them at the time the product offerings are made.

6. WARRANTIES AND COVENANTS

6.1. **Reciprocal Warranties.** Each party represents and warrants to the other party, the following, on an ongoing basis, throughout the term hereof:

(a) It is duly organized and validly existing and in good standing under the laws of its jurisdiction of incorporation or organization.

(b) It has the requisite corporate power and authority to enter into this Agreement and to carry out the transactions and perform the obligations contemplated by this Agreement.

(c) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by the requisite corporate action and will not constitute a violation of any judgment, order or decree.

(d) None of its senior officers or directors has been subject to (i) a criminal conviction involving dishonesty or a breach of trust or money laundering, (ii) administrative or enforcement proceedings commenced by any regulatory agency, or (iii) a restraining order, decree, injunction, or judgment in any proceeding or lawsuit, alleging fraud or deceptive practice on the part of such party or any of its senior officers or directors.

6.2. **Servicer Representations and Warranties.** Servicer represents and warrants the following, on an ongoing basis, throughout the Term hereof:

(a) Servicer is either the owner of, or has the license, right and permission to use (to extent necessary to provide the Services) the Servicer Intellectual Property used by Servicer in performing the Services, and Servicer has the right to grant Bank the rights to use such Intellectual Property and products to the extent contemplated under this Agreement.

(b) Servicer has not violated any (i) Applicable Law, or (ii) any Bank policies of which Servicer has been given written notice, in each case regarding the offering of unlawful inducements in connection with this Agreement.

(c) All Documentation delivered to Bank in connection with the Services accurately and completely describes the functions and features of the Services and related technology systems. The Services shall, in all material respects, conform to the Documentation.

(d) Servicer shall maintain policies, procedures and controls designed to safeguard against interruptions in the Services due to events outside Servicer's control, including, without limitation, internal audits necessary to monitor the proper functioning of the Servicer System and policies and procedures to prevent the introduction of Viruses or disabling code into the Servicer System. Servicer shall use commercially reasonable efforts (of at least a level and quality generally accepted in the industry) to prevent Viruses from being coded or introduced into the Servicer System and from impairing the integrity of any Bank Data resident thereon.

(e) Servicer will at no charge or other cost to Bank, and at Bank's request (i) correct any defects identified by Bank or Servicer in the Servicer System or processes which materially impact Service delivery; and (ii) correct any performance or processing errors of Servicer by performing the Service or regenerating or re-running data as needed.

(f) Servicer represents and warrants that it and its vendors will at all times during the Term of this Agreement comply with any Payment Card Industry requirements on the handling or storage of data that may be established by Network Rules to the extent such requirements apply to the activities of Servicer (or its vendors) with respect to each Program.

6.3. **Bank Representations and Warranties.** Bank represents and warrants the following, on an ongoing basis, throughout the Term hereof, that with respect to each Program:

(a) Bank has agreements with each Bank Client hereunder to permit it to provide Cards and the Services contemplated hereunder to Bank Client and Bank Client customers. Bank has the license, right and permission to use any Intellectual Property of Bank Client used by Bank or Servicer in connection with any Program, and Bank has the right to grant Servicer the rights to use such Intellectual Property to the extent expressly granted in this Agreement; and

(b) Bank is either the owner of, or has the license, right and permission to use the Bank Intellectual Property used in connection with any Program, and Bank has the right to grant Servicer the rights to use such Bank Intellectual Property to the extent expressly granted in this Agreement;

6.4. **Viruses.** Each party will be responsible for preventing Viruses (as defined below) from being coded or introduced into the other party's system(s) by its actions. In the event a Virus is found (or reasonably believed) to have been introduced into the other party's system(s) by or through the other party, the party introducing the Virus will use commercially reasonable efforts at no additional charge to assist the other party in reducing the effects of the Virus and, if the Virus causes a loss of operational efficiency or loss of data, to assist the other

party to the same extent to mitigate and restore such losses. "Virus" means (i) program code or programming instruction or set of instructions intentionally designed to disrupt, disable, harm, interfere with or otherwise adversely affect computer programs, data files or operations; or (ii) other code typically described as a virus or by similar terms, including Trojan horse, worm or backdoor.

6.5. **Non-Solicitation of Employees.** Bank and Servicer agree that during the Term and for a period of six (6) months thereafter, neither party shall solicit the services or employment of the other party's employees who have been directly or indirectly introduced or otherwise had contact with the soliciting party as a result of the Services provided by Servicer to Bank hereunder, without the written consent of such other party as applicable. Notwithstanding the foregoing, neither party shall be precluded from hiring any such employee who (i) initiates discussions regarding such employment without any direct or indirect solicitation by the soliciting party, (ii) responds to any public advertisement not specifically targeted at the other party's employees, or (iii) has been introduced to the soliciting party by a third party recruiter who was not directed by the soliciting party to specifically target the other party's employees.

7. PROGRAM MANAGEMENT/COMPLIANCE

7.1. Compliance with Law and Authorizations.

(a) Bank and Servicer shall each comply with all Applicable Laws and applicable Authorizations that apply to the performance of their respective obligations under this Agreement. Bank will establish and provide to Servicer written procedures designed to assist Servicer, when providing the Services, in complying with Applicable Laws and applicable Authorizations that apply to Bank (including anti-money laundering requirements and requirements under Regulation E with respect to disclosures given to Cardholders and error resolution processes). Bank reserves the right to change such compliance procedures in effect at the beginning of a Program, from time to time during the Program, upon reasonable notice to Servicer; provided that Bank shall be responsible for any material increase in the cost to Servicer of providing the Services that is caused by any such change in the compliance procedures, as mutually agreed upon by the parties in their reasonable discretion.

(b) Servicer shall (i) keep itself fully advised of all requirements of Applicable Law, including those that apply to Bank to the extent that Servicer is performing Services on behalf of Bank pursuant to this Agreement, (ii) obtain and maintain all Authorizations required to permit it to perform the Services and its other obligations under this Agreement, (iii) perform the Services in compliance with all applicable Authorizations and Applicable Law that apply to Servicer, the compliance procedures established (and modified) by Bank pursuant to Section 7.1(a), the Network Rules, the applicable Cardholder Agreement, the Integrity Policy and Servicer's other obligations under this Agreement, (iv) use commercially reasonable efforts to notify Bank in writing of any change to or enactment of or change in the interpretation or enforcement of any Applicable Law that requires a change to any Program, and (v) select, provide and maintain all components of the Servicer System so that at all times during the term of this Agreement the Servicer System complies with all Applicable Law (including those relating to reporting, record maintenance, computer security, disclosure and audit requirements) that apply to Servicer and the compliance procedures established (and modified)

by Bank pursuant to Section 7.1(a). Notwithstanding the foregoing, Servicer shall not be in breach of its obligations under Section 7.1(b)(iv) unless Servicer fails to provide Bank with notice required by such provision, Bank provides Servicer written notice of such failure and Servicer subsequently materially breaches its obligation to provide Bank with a subsequent notice under such provision.

(c) If a party believes that the other party is not conducting its business or otherwise performing its obligations under this Agreement in compliance with all Applicable Law and applicable Authorizations, then such party shall have the right to so inform the other party and the parties will consider in good faith whether to modify the relevant operations, practices or procedures or implement new practices or procedures in order to comply with all Applicable Law and applicable Authorizations. In no event will the fact that a party may have failed to inform the other party of a potential failure to comply with an Applicable Law or Authorization affect such party's obligation to comply with Applicable Law and Authorizations as provided in this Agreement.

(d) Servicer shall promptly notify Bank (i) no later than one (1) Business Day after receiving any oral or written complaints or notices of investigation from any government entity or the Better Business Bureau with respect to a Program or any written complaints from other third parties that mention government entity involvement with respect to any Program, (ii) no later than three (3) business days after becoming aware of any material litigation involving Servicer that is likely to have a material adverse effect on a Program or Servicer's ability to perform the Services under the Agreement or any litigation alleging that Servicer has violated any Applicable Law or applicable Authorization, in each case, if any such complaint, investigation or litigation (A) relates to Bank, any Cardholder or any Bank Client, (B) would reasonably be expected to reflect negatively on Bank or any Bank Client, or (C) could materially affect Servicer's ability to perform any of the Services or its obligations under this Agreement. Each Party shall notify the other party no later than one (1) Business Day after becoming aware of any serious media investigation into a Program.

7.2. **Modifications to Comply with Legal Requirements.** In the event of any change to or enactment of or change in the interpretation or enforcement of any Applicable Law or the Network Rules that would have an adverse effect on the sale, marketing, or operation of any Cards or any Programs, Servicer and Bank each agree to not terminate this Agreement or such Programs unilaterally, but to meet with the other party to explore possible modifications to the Cards or Programs or other actions including, without limitation, an allocation of risks and expenses, that would enable Bank and Servicer to perform and receive performance pursuant to this Agreement; provided that Bank may suspend a Program under this Agreement pending such exploration if reasonably necessary to avoid liability or violation of Applicable Law or Network Rules. Any modifications agreed to by the parties shall be implemented as soon as practicable. In the event that after reasonable negotiations, including escalation of negotiations to appropriate senior levels of the parties' respective management, the parties are unable to agree on a course of action that reasonably protects the parties from increasing liability, either party shall have the right to terminate this Agreement as to any Cards or Programs affected by the Applicable Law or applicable Network Rules. Servicer shall have one-hundred eighty (180) days after Bank so instructs it to wind-down the affected Cards or Programs; provided, however, that Servicer shall comply immediately with any change to Applicable Law or Network Rules that has become

effective, or any cease and desist order, injunction, or similar legal order issued by a government entity with jurisdiction over Bank or Servicer or a court of competent jurisdiction.

7.3. Network Requirements

(a) Bank will advise each Network utilized to process Transactions in connection with this Agreement to direct the Network BIN numbers it expects to use in connection with the Services to Servicer for processing, during the time Services are to be performed.

(b) Bank shall execute and maintain such applications, agreements and other forms as shall be required by any Network in connection with any registrations and filings necessary under any Program to (i) effectuate the issuance of Cards, and (ii) designate Servicer as an independent service provider of Bank.

(c) Bank and Servicer each acknowledge that they are familiar with the articles, bylaws, operating regulations, rules, procedures and policies of each Network utilized to process Transaction hereunder (the "Network Rules"). Bank and Servicer also each agree to comply with the Network Rules, to the extent the Network Rules apply to their activities, and each of them shall be responsible, as between Bank and Servicer, for any claims, liabilities, lawsuits and expenses arising out of or caused by its failure to comply with the Network Rules. Bank further agrees that it shall be responsible for securing Network approvals with respect to all aspects of the Cards and Programs (including fees and Program structure) and all marketing materials.

7.4. Systems Changes.

(a) Servicer shall not implement any changes, deletions, or additions to the Servicer System that (i) may reasonably be expected to have a material adverse effect on the Services, Bank's or Cardholder's use of the Services, Bank, Bank Clients or the Bank operating environment, or (ii) would require Bank or any Bank Client to make material changes to its or their systems to either (A) continue receiving or using the Services, or (B) receive and transmit information to and from Servicer, without first providing Bank with at least ninety (90) days' prior written notice (or if such prior notice is not possible, the maximum possible prior written notice) and obtaining Bank's written consent prior to the implementation of any such actions.

(b) The foregoing notwithstanding, Servicer may make temporary changes required by an emergency, subject to its obligations under this Agreement. Servicer shall document and promptly report such emergency changes to Bank. Servicer shall, as requested by Bank, provide support for changes to Bank's systems and procedures, if any, necessitated by changes in the Servicer System. In all cases Servicer shall use commercially reasonable efforts to ensure that no changes are introduced into the Servicer System which may materially adversely affect the ability of Servicer to deliver and Bank to receive the Services.

(c) Servicer shall provide to Bank operational bulletins concerning the Services and the operation and use of the Servicer System no later than it makes such bulletins available to its other customers. These operational bulletins shall: provide advance notice regarding upcoming enhancements to the Servicer System and changes and additions to the

services offered by Servicer; be produced on a regular basis and provide implementation dates, features, benefits and specific directions on where to locate more detailed information; and (iii) be included in updates to other Documentation (including user manuals and/or new user manuals).

8. TERMINATION/DEFAULT

8.1. **Bank's Early Agreement Termination Rights**. Bank may terminate this Agreement and all Programs and Schedules hereto, at any time during the Term, without further obligation or the payment of any early termination fee, upon any of the following events or conditions:

- (a) Servicer's commission of a material breach of any term, obligation, covenant, representation or warranty of this Agreement that is not subject to being cured (e.g., improper disclosure of Confidential Information);
 - (b) Servicer's commission of a material breach of any term, obligation, covenant, representation or warranty of this Agreement which is not cured within ninety (90) days' written notice (5 Business Days for payment defaults) from Bank specifying the breach (or such longer period, if any, as Bank may agree to in its reasonable discretion if the breach is not capable of being cured within ninety (90) days);
 - (c) Servicer (i) ceases all or substantially all of its operations, or (ii) threatens to cease performing the Services for any reason other than a breach of this Agreement by Bank and fails to provide Bank in writing adequate assurance that it will continue to perform the Services within five (5) days of receiving Bank's written request for such assurance;
 - (d) Servicer admits in writing its inability to pay its debts as they become due, or generally fails to pay its debts as they become due, or commences or has commenced against it a case under any chapter of Title 11 of the United States Code as now comprised or in the future amended ("Bankruptcy Code"), or consents to the entry of an order for relief under the Bankruptcy Code, or consents to or suffers the appointment of a custodian, receiver, liquidator or trustee for all or a major part of its property, or makes an assignment for the benefit of creditors, or consents to or suffers an entry of a court order involving the winding up or liquidation of its affairs, or suffers the issuance of a court writ, warrant or attachment or similar process against all or a substantial part of its property;
 - (e) Beginning in Servicer's fiscal year ending in 2007, (i) Servicer's EBITDA (earnings before income taxes, depreciation and amortization) measured over a rolling four fiscal quarter period, excluding special charges, is less than zero, and (ii) at the end of such four fiscal quarter period when EBITDA is determined, Servicer's cash and cash equivalents on hand are less than the annualized loss multiplied by two (2); provided, however, that Servicer shall have one quarter to cure such condition before Bank may exercise any termination right under this Section;
 - (f) Servicer undergoes a Prohibited Change of Control;
-

(g) Significant litigation is filed and remains pending against Servicer which could reasonably be expected by Bank to (A) be decided against Servicer, and (B) if so decided, materially and negatively affect Servicer's ability to provide the Services;

(h) In the event that "nonpublic personal information" (as defined in the Privacy Regulations) regarding Cardholders is intentionally or unintentionally disclosed by Servicer without authorization by Bank in a manner that could have a material adverse effect on Bank, Bank Clients or Cardholders;

(i) Any breach by Servicer of Section 6.2(b) of this Agreement;

(j) Bank or Servicer (other than for Bank's breach) has terminated that certain Network Agreement between Bank and Servicer pursuant to the terms therein;

(k) The Office of Thrift Supervision requests or directs Bank to terminate this Agreement;

(l) Bank has the right to terminate any agreement between Servicer and Bank, including without limitation, the Network Agreement, other than (1) by providing a notice of non-renewal or (2) pursuant to Section 7.2 of the Network Agreement, subject to successful renegotiation by the Parties of Schedule 1-D to this Agreement; and

(m) A material adverse change has occurred in the operations, business, financial condition or prospects of Servicer, which Bank has determined, in good faith, has had, or is reasonably likely to have, a material adverse effect on the ongoing operations or continued viability of Servicer.

Bank understands and agrees that Bank's right to terminate this Agreement pursuant to Sections 8.1 (f) and (h) shall be limited as follows: Bank must give its notice of termination under Section 8.1(f), if at all, no later than sixty (60) days after Bank receives complete financial and security information from Servicer or its new owner requested by Bank (and Servicer or such new owner agrees to provide the necessary financial and security information within sixty (60) days following the effective date of the Prohibited Change of Control; and Bank must give its notice of termination under Section 8.1(h), if at all, no later than ninety (90) days after Servicer provides Bank with information about the root cause of the incident and its proposed action plan to correct any weakness discovered as a result of the incident.

8.2. **Bank's Early Program Termination Rights.** Bank may terminate any Program or any Schedule or Schedules issued hereunder related to such Program, at any time during the Term, without further obligation or the payment of any early termination fee, upon any of the following events or conditions with respect to such Program or Schedule(s):

(a) Those termination events set forth in a Service Level Schedule relating to failure to achieve certain Service Levels with respect to such Program;

(b) The agreement between Bank and the applicable Bank Client (or among Bank, the applicable Bank Client and Servicer) with respect to such Program (each, a "**Bank-**

Bank Client Agreement”), terminates or, if Servicer is also a party to such agreement, Servicer’s rights as a party to such Agreement are terminated by Bank and/or Bank Client (including, without limitation, the termination of such rights by the appointment of a successor to Servicer under the terms of such Agreement);

(c) Those termination events set forth in a Service Level Schedule relating to failure to achieve certain Service Levels; and

(d) A material adverse change has occurred in the operations, business, financial condition or prospects of Servicer, which Bank has determined, in good faith, has had, or is reasonably likely to have, a material adverse effect on the ongoing operations or continued viability of the Program.

8.3. **8.3. Servicer’s Early Agreement Termination Rights.** Servicer may terminate this Agreement and all Programs and Schedules hereto, at any time during the Term, without further obligation or the payment of any early termination fee, upon any of the following events or conditions:

(a) Bank’s commission of a material breach of any term, obligation, covenant, representation or warranty of this Agreement that is not subject to being cured (e.g., improper disclosure of Confidential Information);

(b) Bank’s commission of a material breach of any term, obligation, covenant, representation or warranty of this Agreement which is not cured within thirty (30) days’ written notice from Servicer specifying the breach (or such longer period as Servicer may agree to in its discretion if the breach is not capable of being cured within thirty (30) days);

(c) Bank ceases all or substantially all of its operations, other than by a consolidation or merger with any of Bank’s Affiliates;

(d) Bank admits in writing its inability to pay its debts as they become due, or generally fails to pay its debts as they become due, or commences or has commenced against it a case under any chapter of the Bankruptcy Code, or consents to the entry of an order for relief under the Bankruptcy Code, or consents to or suffers the appointment of a custodian, receiver, liquidator or trustee for all or a major part of its property, or makes an assignment for the benefit of creditors, or consents to or suffers an entry of a court order involving the winding up or liquidation of its affairs, or suffers the issuance of a court writ, warrant or attachment or similar process against all or a substantial part of its property;

(e) Significant litigation is filed and remains pending against Bank which could reasonably be expected by Servicer to (A) be decided against Bank and (B) if so decided, materially and negatively affect Bank’s ability to perform its obligations under this Agreement;

(f) In the event that “nonpublic personal information” (as defined in the Privacy Regulations) regarding Cardholders is intentionally or unintentionally disclosed by Bank in a manner that could have a material adverse effect on Servicer;

(g) Any Regulatory Authority requests or directs Servicer to terminate this Agreement; and

(h) Servicer has terminated that certain Network Agreement between Bank and Servicer pursuant to the terms therein;

Servicer understands and agrees that Servicer's right to terminate this Agreement pursuant to Section 8.3(f) shall be limited as follows: Servicer must give its notice of termination under Section 8.3(f), if at all, no later than ninety (90) days after Bank provides Servicer with information about the root cause of the incident and its proposed action plan to correct any weakness discovered as a result of the incident.

8.4. **Servicer's Early Program Termination Rights.** Servicer may terminate any Program or any Schedule or Schedules issued hereunder related to such Program, at any time during the Term, without further obligation or the payment of any early termination fee, upon the occurrence of those termination events set forth in a Service Level Schedule relating to failure to achieve certain Service Levels with respect to such Program.

8.5. **Early Termination Rights in Particular Jurisdictions.** Either party may terminate any Program in a particular jurisdiction (e.g., state or municipality) in the event that Bank, Bank Client or Servicer is unable to obtain any Authorization required to permit it to perform its obligations under this Agreement in such jurisdiction after, with respect only to Bank and Servicer, having used commercially reasonable efforts to obtain such Authorization.

9. POST TERMINATION RIGHTS AND RESPONSIBILITIES

9.1. **Extension of Termination.** If this Agreement has expired, or if Bank has elected to exercise its right to terminate this Agreement, Bank may extend the Effective Date of Termination one or more times as it elects, for a total of not more than one hundred eighty (180) days following the original Effective Date of Termination and Servicer shall perform its obligations under this Agreement until such extended Effective Date of Termination. Pricing in effect hereunder as of the date of the termination notice will remain in effect throughout any period of extension; provided, however, that in the event of any termination pursuant to Section 7.2 that results in additional costs to Servicer, the parties shall negotiate changes to pricing in good faith. If the parties are unable to agree to such pricing changes within thirty (30) days after the date of Bank's notice of termination, Bank shall not be permitted to extend the Effective Date of Termination.

9.2. **Termination/Expiration Assistance.** Commencing six (6) months prior to the termination or expiration of this Agreement or any Program, or on such earlier date as Bank may reasonably request, or commencing upon a notice of termination (including notice based upon default by Bank), in whole or in part, or of non-renewal of this Agreement or any Program, and continuing through the effective date of expiration or, if applicable, of termination of this Agreement or any Program, Servicer shall provide to Bank, or at Bank's request to Bank's designee ("**Bank Designee**"), all necessary assistance to facilitate the orderly transition of Services to Bank or its designee to allow the Services to continue without interruption or adverse effect ("**Termination/Expiration Assistance**"). The cost and expense of such

Termination/Expiration Assistance provided by Servicer shall be (a) at Servicer's sole cost and expense if the termination or expiration of the Agreement or Program is attributable to Servicer's failure to perform its obligations or renew this Agreement, (b) at Bank's sole cost and expense if the termination or expiration of the Agreement or Program is attributable to Bank's failure to perform its obligations or renew this Agreement, and (c) divided equally among Servicer and Bank in any circumstance not covered by section 9.2(a) or 9.2(b). To the extent that Bank is responsible for payment of such costs and expenses of Servicer, Servicer shall invoice Bank for such services provided by Servicer employees at an hourly rate of \$150 per hour. Bank shall pay such invoices within thirty (30) days following receipt of the invoice. In no event shall Servicer be required to deliver to any Bank Designee any Confidential Information of Servicer or Servicer Intellectual Property unless Bank has caused such Bank Designee to enter into a confidentiality agreement with Servicer in form and substance acceptable to Servicer in its reasonable discretion. Termination/Expiration Assistance shall be subject to and include the following:

(i) Servicer shall provide the Services and Termination/Expiration Assistance until all applicable Cards being terminated are deconverted. Such actions by Servicer shall be subject to the other provisions of this Agreement, including all applicable performance standards, service levels and pricing.

(ii) Servicer shall develop with Bank, a plan for the orderly de- conversion and/or transition of the performance of the Services, under this Agreement for each Program being terminated, from Servicer to Bank or a third party designated by Bank (the "Bank Designee").

(iii) Servicer shall provide Bank and/or the Bank Designee with information concerning the Services reasonably necessary for uninterrupted and timely transition of the Services under this Agreement or any Program, from Servicer to Bank or the Bank Designee, in such form as Bank may reasonably request, together with instructions concerning the format and means of accessing such data.

(iv) Meeting and consulting will be provided to Bank and the Bank Designee as necessary for uninterrupted and timely transition of the Services being transitioned.

(v) Upon termination or expiration of this Agreement or any Program and completion of the Termination/Expiration Assistance, each party (the "Holding Party") shall return (or destroy, if so instructed by the other party) all of the other party's data and Confidential Information in the possession of the Holding Party related to the Programs being terminated, or if the Agreement is being terminated, all Confidential Information in the possession of the Holding Party; provided, however, that subject to the confidentiality obligations of Article 13, the Holding Party may retain a reasonable number of copies of this Agreement, and such other Confidential Information of the other party as is mutually agreed, or is required for the Holding Party's regulatory compliance purposes.

(vi) Servicer acknowledges that, in the event it breaches (or attempts or threatens to breach) its obligation to provide Termination/Expiration Assistance as provided in this Article 9, Bank will be irreparably harmed. In such a circumstance, Bank may proceed directly to court. If a court of competent jurisdiction should find that Servicer has breached (or attempted or threatened to breach) any such obligations, Servicer agrees that, without any additional findings of irreparable injury or other conditions to injunctive relief, it shall not oppose the entry of an appropriate order compelling performance by Servicer and restraining it from any further breaches (or attempted or threatened breaches).

9.3. **Trailing Activity.** For at least 120 days following the Effective Date of Termination, Bank shall maintain a settlement account with Servicer or the depository institution designated by Servicer which Servicer may charge to settle any trailing activity which accrues prior to the Effective Date of Termination and which is not known to Servicer until sometime thereafter (including any chargeback of a transaction which is authorized prior to the Effective Date of Termination).

9.4. **BIN Transfer.** Prior to the transfer of the Services to Bank or the Bank Designee upon the expiration of the Term of this Agreement, Bank shall inform the applicable Networks in writing (with a copy to Servicer) of the transfer of its Bank Identification Number (BIN) to the new processor.

9.5. **Interbank Card Association Number.** Prior to the transfer of the Services to Bank or the Bank Designee upon expiration or termination of this Schedule, Bank shall inform the applicable Networks in writing (with a copy to Servicer) of the transfer of its Interbank Card Association ("ICA") number to the new processor following the Effective Date of Termination, as well as the new ACH account number for billing purposes.

9.6. **No Liens.** Under no circumstances will Servicer have or claim a lien or any other encumbrance of any kind on the Bank Data or Bank's information or property, whether before or after termination of this Agreement.

10. LIABILITY / INDEMNIFICATION

10.1. **Limitation on Liability.** NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY IN CONTRACT, TORT, (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND AS A RESULT OF BREACH OF ANY WARRANTY OR OTHER TERM OF THIS AGREEMENT, INCLUDING ANY FAILURE OF PERFORMANCE, REGARDLESS OF WHETHER THE PARTY LIABLE OR ALLEGEDLY LIABLE WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF; PROVIDED, HOWEVER, THAT THE FOREGOING SHALL NOT APPLY TO A PARTY'S OBLIGATION TO INDEMNIFY THE OTHER PARTY AGAINST THIRD PARTY CLAIMS PURSUANT TO SECTION 10.2.

10.2. INDEMNIFICATION.

(a) Servicer agrees to indemnify, defend and hold harmless Bank and its Affiliates and their respective officers, directors, employees, agents, successors and assigns (each, a "Bank Indemnitee") from and against any and all Indemnified Losses arising from, in connection with, or based upon allegations whenever made, of any of the following: (i) Servicer's failure to satisfactorily observe or perform any duties or obligations under this Agreement, or Servicer's breach of this Agreement (including without limitation, any warranty made hereunder); (ii) infringement or misappropriation by Servicer of any patent, trade secret, copyright or other Intellectual Property rights under the laws of the United States or any state in the United States; (iii) misrepresentations contained in the Documentation regarding the capabilities of the Servicer System; (iv) acts or omissions of Servicer or any of its agents in connection with the Services, a Program or this Agreement; (v) employment, compensation or workplace claims made by any Servicer employee or contractor; (vi) unauthorized access to Bank Data by any third party through Servicer or its systems or through any Servicer subcontractor or its systems; or (vii) violation by Servicer of any Applicable Laws or applicable Authorizations that apply to Servicer's performance of its obligations under this Agreement.

(b) Bank agrees to indemnify, defend and hold harmless Servicer and its Affiliates and their respective officers, directors, employees, agents, successors and assigns (each a "Servicer Indemnitee") from and against any and all Indemnified Losses arising from, in connection with, or based upon allegations whenever made, of any of the following: (i) Bank's failure to satisfactorily observe or perform any duties or obligations under this Agreement, or Bank's breach of this Agreement (including without limitation, any warranty made hereunder); (ii) infringement or misappropriation by Bank of any patent, trade secret, copyright or other Intellectual Property rights under the laws of the United States or any state in the United States (except (x) if caused by Servicer or its agents acting on behalf of Bank, or (y) claims by any Bank Client with respect to infringement or misappropriation of Intellectual Property); (iii) processing errors and other acts or omissions of Bank or its agents (other than Servicer or its agents) in connection with a Program or this Agreement; (iv) Servicer's use of trademarks or data supplied by Bank, (v) employment, compensation or workplace claims made by any Bank employee or contractor (other than Servicer's employees or contractors); (vi) unauthorized access to Servicer Data by any party through Bank or its systems or through any Bank subcontractor (other than Servicer or its subcontractors) or its systems; or (vii) violation by Bank of any Applicable Laws or applicable Authorizations that apply to Bank's performance of its obligations under this Agreement, or Servicer's following the compliance procedures developed (and modified) by Bank pursuant to Section 7.1(a).

(c) With respect to indemnity for claims asserted by third parties, the parties shall follow the procedure set forth in this Section 10.2(c). The parties shall provide each other prompt notice of any claim for which indemnification is sought, but failure to provide prompt notice shall not relieve the indemnifying party from its obligation to indemnify the other party, except to the extent the indemnifying party is prejudiced as a result of the delay in notification. The parties shall cooperate in the defense of the claim. The indemnifying party shall select and pay qualified, experienced counsel to defend the claim, and shall obtain the approval of the other party therefor (not to be unreasonably withheld, conditioned or delayed). The indemnified party shall be entitled to participate in the defense, and may hire its own separate counsel at its own

expense, if it desires. The indemnifying party must obtain the consent of the indemnified party to settle any indemnified claim, if the settlement is reasonably likely to cause adverse publicity to the indemnified party, or if the settlement would require any representation or action of any kind on the part of the indemnified party, other than the payment of money (which will be paid by the indemnifying party).

11. INSURANCE

11.1. **Maintenance of Insurance.** Servicer shall, throughout the Term, have and maintain in force at least the following insurance coverages from insurers acceptable to Bank:

(a) Employer's Liability Insurance and Worker's Compensation Insurance, including coverage for occupational injury, illness and disease, and other similar social insurance in accordance with the laws of the country, state or territory exercising jurisdiction over the employee with minimum limits per employee and per event of \$1,000,000 USD and a minimum aggregate limit of \$10,000,000 USD or the minimum limits required by law, whichever limits are greater.

(b) Comprehensive General Liability Insurance, including Products, Completed Operations, Premises Operations Personal and Advertising Injury, Contractual and Broad Form Property Damage liability coverages, on an occurrence basis, with a minimum combined single limit per occurrence of \$1,000,000 and a minimum combined single aggregate limit of \$10,000,000 USD.

(c) Property Insurance, including Extra Expense and Business Income coverage, for all risks of physical loss of or damage to buildings, business personal property or other property that is in the possession, care, custody or control of Servicer pursuant to this Agreement. Such insurance shall have a minimum limit adequate to cover risks on a replacement costs basis.

(d) Automotive Liability Insurance covering use of all owned, non-owned and hired automobiles for bodily injury, property damage, uninsured motorist and underinsured motorist liability with a minimum combined single limit per accident of \$1,000,000 USD or the minimum limit required by law, whichever limit is greater.

(e) Commercial Crime Insurance, including blanket coverage for Employee Dishonesty and Computer Theft, for loss or damage arising out of or in connection with any fraudulent or dishonest acts committed by the employees of Servicer, acting alone or in collusion with others, including the property and funds of others in their possession, care, custody or control, with a minimum limit per event of \$1,000,000 USD.

(f) Electronic Data Processing Errors and Omissions Insurance covering liability for loss or damage due to an act, error, omission or negligence, or due to machine malfunction, with a minimum limit per event of \$1,000,000 USD.

(g) Umbrella Liability Insurance with a minimum limit of \$10,000,000 USD in excess of the insurance coverage described above in part (b) and (e) above in this Section 11.

11.2. **Fraud Risk.** Servicer shall maintain insurance coverage on terms, in amounts and from carriers acceptable to Bank that provides coverage for losses sustained as a result of unauthorized or fraudulent Transactions with Cards, including losses associated with “under-floor” Transactions.

12. INTELLECTUAL PROPERTY/OWNERSHIP RIGHTS

12.1. **Bank Data.** Bank shall remain the sole and exclusive owner of all Bank Data and all Bank Confidential Information (as defined in Article 13), regardless of the form in which such data or information is stored, maintained or processed. Bank grants Servicer a nonexclusive license to use the Bank Data solely to provide the Services under this Agreement.

12.2. **Bank Intellectual Property.** Subject to this Section 12.2 and the other provisions of this Agreement, Bank retains all right, title, and interest in and to Bank Intellectual Property. “**Bank Intellectual Property**” shall mean (i) all pre-existing Intellectual Property owned by Bank or its Affiliates as of the Effective Date, (ii) Intellectual Property which Bank or its Affiliates develops after the Effective Date, and (iii) Servicing Materials that have been customized for Bank or a Program beyond changing the name to Bank or a Bank Client or Program pricing (i.e. excluding Servicing Materials developed by Servicer for its client programs generally, without regard to any Program), and (iv) cards, cardholder agreements, privacy policies and any other documents expressly establishing Bank’s relationship with Cardholders. Except as may be specifically provided in this herein, nothing in this Agreement shall be deemed to be either a grant of right or license, explicit or implicit (from Bank or any of its Affiliates to Servicer or any of Servicer’s Affiliates or Servicer employees) in or to any Bank Intellectual Property or other Intellectual Property in which Bank or its Affiliates has (now or in the future) any right, title or interest.

12.3. Servicer Intellectual Property.

(a) Subject to this Section 12.3 and the other provisions of this Agreement, Servicer retains all right, title, and interest in and to Servicer Intellectual Property. “**Servicer Intellectual Property**” shall mean the Servicer Software and all source code, object code, documentation (whether electronic, printed, written, or otherwise), working papers, non-Bank data, programs, diagrams, models, drawings, flow charts, and research (whether in tangible or intangible form or in written or machine-readable form), Servicing Materials, other than those described in Section 12.2(iii), Documentation and all techniques, processes, inventions, knowledge, know-how, trade secrets (whether in tangible or intangible form or in written or machine-readable form), developed by Servicer prior to or during the Term of this Agreement, and such other proprietary information relating to Servicer or the Servicer Software that Servicer identifies to Bank in writing as proprietary at the time of disclosure or would reasonably be expected to be confidential. Except as may be specifically provided herein, nothing in this Agreement shall be deemed to be either a grant of right or license, explicit or implicit (from Servicer or any of its Affiliates to Bank, Bank’s Affiliates, or Bank employees), in or to any Servicer Intellectual Property or any other Intellectual Property in which Servicer or its Affiliates has (now or in the future) any right, title, or interest.

(b) Servicer grants a nonexclusive license to (i) Bank, (ii) Bank's Affiliates, and (iii) Cardholders and the Bank Clients (only to the extent the Services are designed to be used by Cardholders and such Bank Clients) to use any online functionality made available by Servicer to Bank and/or Bank Clients and all Documentation, manuals and other materials necessary for the use of the Services during the Term. With respect to literary works or other works of authorship generated by Servicer under this Agreement including manuals, training materials and other materials containing technical or operational procedures concerning the Services ("Non-Software Materials"), Servicer will retain ownership (or such other rights as it may have) in such Non-Software Materials. Servicer hereby grants to Bank and Bank Clients, a non-exclusive license to use such Non-Software Materials during the Term.

Servicer reserves the right to determine the hardware, software, and tools to be used by Servicer in performing the Services. Servicer shall retain title and all other ownership and proprietary rights in and to the Servicer Intellectual Property, and any and all derivative works based thereon. Such ownership and proprietary rights shall include any and all rights in and to patents, trademarks, copyrights, and trade secret rights. Bank agrees that the Servicer Intellectual Property is not "work made for hire" within the meaning of U.S. Copyright Act, 17 U.S.C. Section 101.

12.4. Development Request Process.

(a) Bank may, from time to time, request that Servicer develop software, documentation, methods, processes, procedures, or other Intellectual Property relating to the Services. Bank's request and related proposals and materials concerning such request and proposals (together, a "New Product Development Request") shall be Bank Confidential Information.

(b) In each such case, Servicer will review Bank's request, discuss the business and systems requirements with Bank, and, if Servicer is willing to make the change, provide Bank, at Bank's request, with an estimate of timing, and two estimates (per Bank's request) of cost as follows: (i) one estimate assuming that Servicer will have the right to make the enhancement available to any or all of its customers, in Servicer's discretion, from the time the enhancement is first released; and (ii) one estimate assuming that Servicer will provide an exclusive use period equal to the shorter of (x) six (6) months or (y) until a competitor introduces similar software, documentation, methods, processes, procedures or other Intellectual Property, but will be able to make the enhancement available to any or all of its customers upon the earlier of the expiration of the exclusive use period, or the termination of this Agreement.

(c) Once Bank receives the quotes from Servicer, Bank will decide and advise Servicer which option it chooses, and Servicer will proceed in accordance with the estimate. The parties acknowledge and agree that the computer code written in conjunction with any and all modifications, additions, enhancements, developments, improvements to, or derivative works from, the Servicer Software ("Enhancements") are owned exclusively by Servicer, even when implemented by Servicer in accordance with a New Product Development Request by Bank, and even when used exclusively for Bank. However, nothing herein shall limit or prevent (i) Bank from developing, having developed, using, selling, or otherwise implementing and commercializing products or systems having the same or similar functionality as specified in any

such development request as long as Bank develops, uses, sells and/or implements the functionality without use of Servicer's Confidential Information; or (ii) Servicer from developing, having developed, using, selling or otherwise implementing and commercializing products or systems having the same or similar functionality as specified in any such development request as long as Servicer develops, uses, sells and implements the functionality without use of Bank's Confidential Information. In addition, if Bank advises Servicer that the functionality covered by the New Product Development Request is the subject of a patent or a pending patent application, Servicer shall not take any action in contravention of Bank's actual or pending patent rights (provided that the foregoing shall not prevent Servicer from challenging any such patent or patent application based on prior use of the patented item or other legitimate basis). The submission of a New Product Development Request hereunder shall not be construed as an express or implied grant of any rights or license in the functionality covered by the request.

12.5. **General Restrictions.** Neither party nor its Affiliates nor any other Entity retained by either party in connection with this Agreement shall use the other party's name, trademark or other intellectual property of the other party or the other party's parent or Affiliates, including without limitation, General Electric Company, unless such use is approved in writing by the other party. Servicer agrees that it will not provide to its other customers, nor use in any way in the course of other engagements, any materials containing Bank Intellectual Property or Bank Confidential Information, provided that this Section 12.5 shall not in any way limit Servicer's right to use Enhancements to provide services to its other customers. Bank agrees that it will not provide to customers who are not Bank Clients, nor use in any way in the course of other engagements, any materials containing Servicer Intellectual Property or Servicer Confidential Information, provided that the foregoing shall not prevent Bank from providing materials to Cardholders in connection with a Program.

12.6. **Patent Rights.** Nothing in this Agreement shall be deemed by implication or otherwise to be a grant of right or license from a party or any Affiliate of the party to the other party or its Affiliates or agents in or to any patent or patent application in which such party or any Affiliate of such party has any right, title or interest.

12.7. **Residual Knowledge; Further Rights.** Each party shall have the right to use for any purpose any Residuals from the performance of the Agreement, so long as such Residuals do not include any Intellectual Property of the other party. "**Residuals**" shall mean any information in intangible form not protected or protectable by copyright, trade secret, patent or other intellectual property rights, including any ideas, concepts, know-how or techniques contained therein.

13. CONFIDENTIALITY AND DATA SECURITY

13.1. Confidential Information.

(a) "**Confidential Information**" of a party shall mean all information and documentation of or relating to such party or its business (and with respect to Bank, relating to Bank Clients or their business) that is obtained in connection with this Agreement, whether or not designated as confidential. Bank Data shall be the Confidential Information of Bank. All

information related to the Servicer System, Servicer Software, and Documentation shall be Confidential Information of Servicer.

(b) Confidential Information shall not include: (i) information which is or becomes publicly available (other than by the party having the obligation of confidentiality) without breach of this Agreement; (ii) information independently developed by the receiving party without reference to the Confidential Information of the furnishing party; (iii) information received from a third party, other than a party involved in providing or obtaining Services hereunder (e.g., merchants, Cardholders, Bank Clients) not under a confidentiality obligation to the disclosing party; or (iv) information already in the possession of the receiving party without obligation of confidence at the time first disclosed by the disclosing party.

(c) The parties acknowledge and agree that the substance of the negotiations of this Agreement, and the terms of this Agreement are considered the Confidential Information of both parties.

13.2. General Obligations.

(a) Except as permitted under this Section 13.2, neither party shall use, copy, sell, transfer, publish, disclose, display, or otherwise make available any of the other party's Confidential Information except to Permitted Persons as necessary to perform or enforce its obligations under this Agreement or as required by Applicable Law. Each party shall implement reasonable security procedures to protect the Confidential Information of the other party, and shall advise all permitted recipients of the Confidential Information of the other party of these confidentiality obligations. "Permitted Persons" shall be: (i) officers, directors or employees of each such party and its Affiliates who have a need to know of such contents in order to perform or enforce its obligations under this Agreement; (ii) legal counsel and accountants for such party or its Affiliates; or (iii) any governmental or regulatory agency if required by Applicable Law; (iv) any Bank subcontractors, (v) any Servicer subcontractors permitted under the terms of Section 4.6(a), or (vi) as otherwise approved in writing by the parties ((i) through (vi) collectively, "Permitted Persons").

(b) All such Confidential Information shall be disclosed by a party only to Permitted Parties who have agreed to: (i) restrict their use and disclosure of the other party's Confidential Information to the use and disclosure permitted under this Agreement for such party specified in connection with provision of the Services, (ii) comply with Applicable Law; and (iii) implement and maintain appropriate administrative, technical and physical safeguards to protect the security, confidentiality and integrity of the other party's Confidential Information as provided herein. Servicer will be fully responsible for the conduct of its subcontractors as described in Section 4.6 above and any person who obtains Bank's Confidential Information through any Servicer subcontractor. Bank will be fully responsible for compliance with this Section 13 by any third parties, as described in Section 4.8, working as Bank's subcontractors and any person who obtains Servicer's Confidential Information through any Bank subcontractor.

(c) A party may disclose Confidential Information of the other party if required to do so by subpoena, court or regulatory order, or other legal process, provided the

party notifies the other party of its receipt of any such process, and reasonably cooperates, at the other party's expense, with efforts of the disclosing party to prevent or limit disclosure in response to such process. In addition to the precautions and restrictions in this Section, the parties agree to comply with the special provisions related to Bank Data set forth in Section 13.3 below.

(d) As soon as reasonably practicable after the termination or expiration of this Agreement, each party shall return or deliver to the other party or, if agreed to by the disclosing party, destroy all materials delivered by the disclosing party to recipient party or prepared by recipient containing any Confidential Information of the disclosing party and, in the event of any agreed destruction of such information, deliver a certificate signed by an officer of the recipient party certifying such destruction.

(e) No disclosure by any party of any of its Confidential Information shall constitute a grant to the recipient party of any interest or right whatsoever in such Confidential Information, which shall remain the property solely of the disclosing party, except as otherwise expressly provided for herein. Nothing contained herein shall limit the disclosing party's rights to use its own Confidential Information in any manner whatsoever.

(f) Notwithstanding any other provision in this Agreement, each party to this Agreement understands that if it fails to comply with this Section 13, the other party will suffer irreparable harm, which may not be adequately compensated for by monetary damages alone. Each party, therefore, agrees that in the event of its breach or threatened breach of this section, the other party shall be entitled to injunctive and/or other preliminary or equitable relief, without bond, in addition to any other remedies as provided for in this Agreement.

(g) Servicer shall not store any Bank Data or Bank Confidential Information outside of the United States without Bank's prior written consent, and (ii) Servicer agrees and acknowledges that any Bank Data or Bank Confidential Information which is stored outside the United States pursuant to Bank's consent shall be subject to the same data protection and security standards that Bank imposes on third parties in the United States with respect to Bank Data and/or Bank Confidential Information.

13.3. **Information Security.** Servicer shall be responsible for establishing and maintaining an information security program to protect the security, confidentiality and integrity of Bank Data as may be appropriate to meet the objectives of the Gramm-Leach-Bliley Act and the regulations and guidelines promulgated thereunder (the "GLB Act") with respect to (i) ensuring the security and confidentiality of Bank Data, (ii) protecting against any anticipated threats or hazards to the security or integrity of Bank Data, and (iii) protecting against unauthorized access to or use of Bank Data that could result in substantial harm or inconvenience to Bank, Cardholders or any Bank Clients. Bank shall be responsible for maintaining security for its own systems, servers, and communications links.

13.4. **Loss of Information.** In the event of any disclosure or loss of, or inability to account for, any Confidential Information of a party, the other party will promptly (i) notify the such party upon becoming aware thereof; (ii) take such actions as may be necessary or reasonably requested by such party to minimize the violation, and (iii) cooperate in all

reasonable respects with such party to minimize the violation and any damage resulting therefrom.

13.5. **Data Security.** In addition to all the provisions of this Article 13, the following additional provisions shall apply to the security of Bank Data:

- (i) Servicer will comply with its then-current security policies and procedures, and its security policies and procedures shall comply with laws and regulations applicable to Servicer, to financial institutions generally, and to financial institutions' third party processors generally.
- (ii) If, at any point during the investigation of a breach of security, Servicer's information security department determines that Bank is impacted, Servicer will promptly notify Bank's designated point of contact. Timing of notification may vary depending on the situation, but in no event will exceed 48 hours after discovery.
- (iii) Servicer will provide relevant information to Bank and will work with Bank to minimize any adverse effects of any such breach, and Servicer will bear the expense of compliance with any legal requirements (such as notices to Cardholders or customers) associated with the breach, and any efforts taken to mitigate or resolve such effects, which shall be mutually agreed between Servicer and Bank.
- (iv) Servicer will ensure that its subcontractor TSYS (or any successor subcontractor) will include testing of its security policies and procedures in its annual SAS 70 audit, as described in Section 14.1.
- (v) Servicer will safeguard any Bank inventory (such as Card plastic) in its possession or under its control or the control of its subcontractors in accordance with Network's and Bank's security requirements.
- (vi) Servicer will ensure that all Bank Data is encrypted during any period of transmission using prudent, industry accepted encryption methodology.

13.6. **Publicity.** Neither party may refer to or name the other party directly or indirectly in any press release, public announcement, public disclosure, or promotional or marketing materials without the other party's prior written consent.

14. **AUDITS**

14.1. **SAS 70 Audits.**

(a) Annually during the Term, Servicer shall cause TSYS (or any successor subcontractor) to retain an independent auditor (each, an "**Third Party Auditor**") to perform an audit or series of audits, each of which audit(s) shall conform to the American Institute of Certified Public Accountants Statements or Auditing Standards No. 70 Type II (such audit(s), together with the audit referred to in subsection (b) below, referred to herein collectively as the

“SAS 70”) or any successor or substitute statement adopted by the American Institute of Certified Public Accountants, of the control activities and processes maintained by TSYS (or any successor subcontractor) to provide the services then being provided by it in connection with this Agreement.

(b) On the Effective Date, Servicer shall provide Bank a copy of the SAS 70 report resulting from the most recent SAS 70 audit conducted with respect to TSYS (or any successor subcontractor), and shall thereafter promptly after receipt of each SAS 70 report resulting from an annual SAS 70 audit with respect to TSYS (or any successor subcontractor) provide Bank a copy of such report. Servicer will also update Bank on issues of concern identified in each SAS 70 audit of TSYS (or any successor subcontractor), and will keep Bank updated on progress towards resolution.

(c) Bank may ask questions of Servicer concerning the SAS 70 audits and the SAS 70 reports provided under this section, which Servicer shall promptly investigate and answer. Servicer will discuss and resolve with TSYS (or any successor subcontractor) any areas of concern raised by Bank.

(d) At all times during the Term each Third Party Auditor shall be a nationally (United States) recognized auditing firm.

14.2. Regulatory Audits and Bank Reviews.

(a) If any governmental or regulatory agency or other entity having jurisdiction over Bank lawfully requires, in accordance with authority granted to such entity, that it and/or Bank be permitted to review or audit the Services then being provided by Servicer or information concerning Bank held by Servicer under this Agreement, then Servicer, upon reasonable advance notice from Bank (to the extent Bank is able or permitted to provide such notice) shall allow such governmental or regulatory agency or other entity or Bank, as the case may be, to conduct the required audit.

(b) Upon Bank's request, Servicer will provide to Bank and its representatives who have agreed in writing to the obligations in this Agreement imposed on Bank with respect to Confidential Information of Servicer, reasonable access to facilities and operations of Servicer and its agents, and copies of such Bank-related records held by or under the control of Servicer, as are reasonably necessary for the purpose of reviewing Servicer's compliance with its obligations under this Agreement, and the accuracy of invoices and/or any amounts due or paid between the parties with respect to this Agreement; provided that: (i) such audits are conducted in a manner that endeavors to minimize any material disruption to the business of Servicer; (ii) Bank, or the party conducting such audit on Bank's behalf, shall provide Bank not less than ten (10) Business Days' prior written notice of such audit or such shorter notice period as may be necessary under the circumstances as reasonably determined by Bank; (iii) no books or records are removed from their usual place of keeping unless authorized in writing by Servicer; and (iv) the audit itself and Bank's associated expenses shall be paid for by Bank. If such a review of amounts due or paid between the parties herein uncovers overcharges or underpayments by a party, that party will immediately refund the overcharge and/or pay the amount of the underpayment plus interest thereon at the rate of five-percent (5%) annually, imposed from the

date of the payment of the overcharge or the date the underpayment was due, as applicable, through the payment date.

15. DISASTER RECOVERY

15.1. Disaster Recovery Plan.

(a) Servicer shall be responsible for the implementation, maintenance, testing and execution of a technology disaster recovery and business continuity plan for the Services (the "TBCP"). Servicer shall provide Bank a summary of the then-current TBCP each Contract Year, and upon Bank's request. Servicer shall update the TBCP no less often than annually and as otherwise necessary and appropriate to remain current with the environments covered by the plan. This obligation shall include contracting with third-party disaster recovery and hot site service vendors, if a hot site vendor strategy is used by Servicer. Servicer's responsibilities with respect to the TBCP shall include the following:

(b) Servicer shall provide Bank with prior written notice of any changes to the TBCP. Among other things, the TBCP shall: (i) list the time criteria for restoring the Servicer System and other Service environments and transporting data from off-site storage facilities to the applicable disaster recovery facilities; and (ii) provide for the recovery of mission critical Service capabilities and the Servicer System within the time frames provided in the TBCP.

(c) Servicer shall test the TBCP at least one (1) time per calendar year. Testing activities will include the following: (i) performing the test at the business recovery center; (ii) permitting Bank to observe and/or to participate in such tests, and reviewing the Bank Data following restoration; (iii) providing Bank with a written report of the test results; and (iv) performing problem resolution of unsuccessful test components in a timely manner.

(d) Servicer shall periodically identify opportunities for improvement and efficiencies in business continuity and disaster recovery functions.

(e) Servicer shall ensure that the TBCP enhances and complements the effectiveness of Servicer's technology business continuity/disaster recovery capabilities. Servicer shall cooperate with Bank in integrating the parties' respective technology business continuity and disaster recovery plans, and shall be responsible for all reasonable expenses associated with such integration.

(f) If a disaster or business interruption affects the Services, Servicer shall provide technology business continuity and recovery functions in accordance with the TBCP. Such functions shall include the following:

(i) Declaring a disaster in accordance with Servicer's reasonable recovery activation criteria. Servicer shall promptly notify Bank of a declared disaster in accordance with Servicer's documented Bank communications procedures.

(ii) Providing a single point-of-contact for technology business continuity related communications and activities.

- (iii) Maintaining communications with Bank as to the status of the disaster and the progress of the restoration process.
- (iv) Assuming responsibility for the Services and facilities at the business continuity and disaster recovery facilities.
- (v) Cooperating with Bank in resolving any: (A) business continuity or disaster recovery issues relating to the Services, (B) Bank responsibilities associated with the Services, or (C) impacts on Bank's operating environment.

16. OWNERSHIP OF PROGRAM

16.1. **Ownership of Program.** Bank shall be the sole and exclusive owner of the Program under which Bank issues Cards. Servicer's rights with respect to the Program and the participants in it shall be limited to the right to provide Services on the express terms and conditions set forth in this Agreement. Bank shall be entitled to all Program Revenue and Servicer's payment rights shall be limited to receipt of the Servicing Fee as expressly provided herein.

16.2. Relationships with Bank Clients.

(a) Except as set forth in Section 16.3 below, Servicer acknowledges and agrees that it shall have no interest or rights with respect to Bank's relationship with Bank Clients. Subject to Section 16.2(d) below, Bank, in its sole discretion, shall be entitled to determine all of the terms of Bank's relationship with any Bank Client and whether to enter into, modify or terminate any such relationship.

(b) Servicer will not enter into any relationship or participate in any arrangement with a Bank Client that in any way competes or may compete with any of the following products or services of Bank or any of its Affiliates without the prior written consent of Bank, which may be withheld in Bank's sole and absolute discretion: (i) any then existing product or service, (ii) any product or service then under development, or (iii) any product or service for which Bank or any of its Affiliates has developed a financial proposal for such Bank Client.

(c) The limitations of Sections 16.2(b) shall apply with respect to a Bank Client during the term of the Schedule to this Agreement that describes the Program provided to such Bank Client.

(d) Bank will not agree to an amendment to the provisions of a Bank Client Agreement on exclusivity or the fees charged by Bank or Bank Client on Cards provided to Customers of Bank Client, without Servicer's prior written consent, which consent shall not be unreasonably withheld or delayed.

(e) If, with respect to any Bank Client which is also a Bank Customer but not also a Green Dot Customer:

(i) Servicer (A) materially breaches Service Level 1 (Authorizations), 3 (Call Response Timeliness), or 4 (Call Abandonment), (B) discloses "nonpublic personal information" of Cardholders as described in Section 8.1(h), (C) violates Applicable Law (other than as a result of Servicer following the compliance procedures developed and modified by Bank pursuant to Section 7.1(a)) or (D) materially fails to settle cardholder funds with Bank (each of (A) through (D), a "Major Breach"), and

(ii) such Major Breach causes both a termination of this Agreement or the applicable Program schedule and a termination of the Bank-Bank Client Agreement with such Bank Client (the "Servicer Bank Client Termination"), and,

(iii) Servicer enters into an arrangement with such Bank Client for a replacement or successor private label prepaid card program (the "New Green Dot Program Agreement") within six (6) months after the Servicer Bank Client Termination; then,

(iv) Servicer shall pay to Bank, for the initial term of the New Green Dot Program Agreement the Actual Bank Program Revenue (as such term may be defined in the applicable Bank Client Fee Schedule) that it would have received under such applicable Bank Client Fee Schedule if this Agreement or the applicable Program Schedule had not been terminated; provided, however, that if the initial term of the New Green Dot Program Agreement is less than two (2) years, then Servicer shall pay to Bank the amount that Bank would have received under this section 16.2(e)(iv) if the initial term of the New Green Dot Program Agreement were two (2) years.

(f) If, with respect to any Bank Client which is also a Green Dot Customer but not also a Bank Customer:

(i) Bank (A) materially breaches Service Level 8.1 (Data Transmissions From Bank Client to Servicer) or 8.2 (Data Transmissions From Bank to Bank Client POS Location), (B) discloses "nonpublic personal information" of Cardholders as described in Section 8.3(f), (C) violates Applicable Law or (D) materially fails to settle cardholder funds with Servicer (each of (A) through (D), a "Major Breach"), and

(ii) such Major Breach causes both a termination of this Agreement or the applicable Program schedule and a termination of the Bank-Bank Client Agreement or Servicer's agreement with such Bank Client (the "Servicer Bank Client Termination"), then,

(iii) Bank shall not solicit such Bank Client for a prepaid card program during the remainder of what would have been the term of Bank's or Servicer's agreement with such Bank Client.

16.3. **Green Dot Merchant Arrangements**

(a) Notwithstanding Section 16.2, Bank and Servicer may agree to jointly solicit a Bank Client for an arrangement (a “Green Dot Merchant Arrangement”) in which the Bank Client sells prepaid cards marketed under the Green Dot name (“GD Cards”), sells reload packs (“GD Reload Packs”) and/or conducts point of sale, swipe and go reload transactions (“POS Reloads”) by which individuals may load prepaid cards (“GD Reloads”) and pay payees participating in the Green Dot Financial Network (“GD Network”). The terms and conditions of any such Green Dot Merchant Arrangement shall be mutually agreeable to Bank, Bank Client and Servicer.

(b) The parties acknowledge that the term “GD Reloads” includes reload packs in the GD Network that are sold by a Bank Client to a Cardholder to whom Bank has issued a Card and/or POS Reloads to Cards issued by Bank. Except as expressly provided in this Agreement, the rights and obligations of Servicer with regard to a Bank Client conducting GD Reload transactions as a merchant participating in the GD Network, whether any such GD Reload involves a Card issued by Bank or a card not issued by Bank, shall be established by the agreement between Servicer and Bank Client with respect to the Green Dot Merchant Arrangement.

(c) If Servicer enters into a Green Dot Merchant Arrangement with a Bank Client as contemplated by subsection (a), Bank may serve in the limited capacity as intermediary for transmitting between the Bank Client and Servicer: (i) data regarding sales of GD Cards or GD Reloads (“GD Transaction Data”), and (ii) funds relating to such transactions (“GD Transaction Funds”). Such transmission of GD Transaction Pack Data and GD Transaction Funds (the “Intermediary Services”) shall be integrated with transmission between Bank and Servicer of data and funds relating to sales and loads of Cards issued by Bank in a manner mutually agreed upon by the parties to reduce administrative burdens on the Bank Client. Except as expressly provided in this Agreement, Bank’s sole obligation with respect to a Bank Client’s participation in any sale of GD Cards or GD Reloads Packs involving a Bank Client, and any Green Dot Merchant Arrangement, shall be to transmit GD Transaction Data and GD Transaction Funds between the Bank Client and Servicer in an accurate, timely and complete manner in accordance with the provisions of this Agreement.

(d) If Bank agrees to provide Intermediary Services with respect to a Bank Client, the Description of Services Schedule for the relevant Program shall indicate such agreement and whether the arrangement involves the sale of GD Reload Packs and/or POS Reloads. However, Bank reserves the right to cease providing Intermediary Services with respect to a Bank Client upon written notice to Servicer if Bank, in its reasonable discretion, determines that continuation of providing such Intermediary Services presents an unacceptable risk of material financial loss or material adverse consequences to Bank’s relationship with its Bank Client, with such materiality determined in relationship to the size of the Program.

(e) Bank shall be responsible for transmitting GD Transaction Data in an accurate, timely and complete manner in accordance with the terms of the Green Dot Merchant Arrangement, but Bank shall not be responsible for the accuracy or completeness of GD Transaction Data received from a Bank Client or Servicer or determination of amounts payable between a Bank Client and Servicer with respect to GD Transaction Funds. In addition, notwithstanding anything in this Agreement, Servicer shall bear the entire risk of non-

performance by a Bank Client of its obligations to Servicer with respect to a Green Dot Merchant Arrangement, including with respect to failure by a Bank Client to pay amounts owing to Servicer or failure by a Bank Client to comply with Applicable Law, and Bank shall not have any such risk or liability for any such failure. Servicer will indemnify Bank in accordance with the provisions of Section 10.2 for any Indemnified Losses incurred as a result of any act or omission of Servicer or its agents in connection with a Green Dot Merchant Arrangement.

16.4. **Relationships with Cardholders.** Servicer acknowledges and agrees that it shall have no interest or rights with respect to Bank's relationship with Cardholders. Bank shall be entitled to determine all of the terms of the Cardholder Agreements and whether to issue, amend, or cancel its relationship with the Cardholder; provided, however, that Bank shall provide notice to Servicer of any change made by Bank to any Cardholder Agreements at least ninety (90) days prior to the effective date of any such change, and Servicer shall have ten (10) business days to review and comment on the change. Servicer shall not be liable for any damages resulting from Bank's failure to advise Servicer of any change made by Bank to a Cardholder Agreement as required under this Section. Servicer shall not use any information obtained in providing Services to solicit Cardholders or applicants for Cards for any goods or services, including any prepaid cards or other financial services. Notwithstanding the foregoing, Bank agrees not to (a) offer a Cardholder an upgrade Card under an arrangement with a third party without the prior written consent of Servicer, or (b) cross-sell additional products or services to Cardholders that can reasonably be expected to have a material adverse impact on the costs incurred by, or the economic return to, Servicer with respect to providing the Services.

16.5. **Relationship with Bank.** Bank appoints Servicer as Bank's representative or agent for the limited and sole purpose of rendering the marketing, solicitation, sales, distribution and other Services as set forth in this Agreement. In connection with this appointment, Bank and Servicer agree to the following:

(a) Servicer acknowledges Bank's right to monitor and review the activities Servicer performs for Bank hereunder;

(b) Servicer acknowledges the statutory authority of Bank's regulator, the Office of Thrift Supervision ("OTS") to regulate and examine and take an enforcement action against the Servicer with respect to the activities performed by Servicer as agent or representative of the Bank;

(c) Servicer acknowledges that Bank has provided the Servicer with information and training designed to insure that Servicer will be adequately educated about the Bank's products and services offered in connection with this Agreement, including the distinctions between insured and non-insured products, and relevant law that may apply to the marketing, solicitation and customer service activities instituted of behalf of Bank hereunder;

(d) Servicer acknowledges that Bank will review and update the training material on an annual basis and ensure that Servicer receives training as needed; training records will be made available for review by OTS examiners;

- (e) Servicer acknowledges that Bank must adopt a detailed compliance program to ensure adequate monitoring, supervision and control over the Servicer and the activities the Servicer performs on behalf of the Bank. Such oversight includes ensuring that Servicer's own anti-money laundering compliance programs are detailed, thorough, and implemented accurately and fully;
- (f) Servicer acknowledges that Bank will undertake periodic reviews of the compliance program conducted under the auspices of the Bank's compliance officer to determine if Servicer is operating in compliance with the Bank's established policies and procedures regarding the marketing, solicitation, customer service, or other activities related to the Bank's authorized banking products or services;
- (g) Servicer acknowledges that Bank will institute a system for tracking and resolving consumer complaints involving Cards and Programs hereunder in a timely manner and will provide an annual report regarding Cardholder and other consumer complaints and their resolution to the Bank's board of directors;
- (h) Servicer acknowledges that a review and approval process will be undertaken by Bank for all Card and Program disclosures, advertising, and other promotional material;
- (i) Servicer acknowledges that the Bank and Program Manager are both subject to control and supervision by the appropriate OTS Regional Office or OTS Headquarters. This control and supervision includes, but is not limited to, the ability to require that Bank obtain OTS's approval (or non-objection) before entering into a contractual arrangement with Servicer and the right of the OTS to approve specific contractual language;
- (j) Servicer acknowledges that the OTS may require both Bank and the Servicer to submit periodic reports to OTS;
- (k) Servicer acknowledges that the OTS may require the Bank to modify or terminate its relationship with the Servicer at any time; and
- (l) The OTS may institute any other requirements or conditions that the OTS deems appropriate for that particular.

17. MISCELLANEOUS PROVISIONS

17.1. **Governing Law.** The parties acknowledge that Bank, as a federally chartered saving bank, is regulated by the Office of Thrift Supervision, and is therefore subject to Federal law, and entitled to preemption from state laws to the fullest extent permitted by law. In any matters not so preempted (if any), the validity, construction and interpretation of this Agreement and the rights and duties of the parties hereto shall be governed by the internal laws of the State of Utah, excluding its principles of conflict of laws.

17.2. **Entire Agreement; Amendments.** This Agreement, and the exhibits and schedules hereto, constitute the entire agreement between Servicer and Bank with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants or undertakings

Attn: Chief Executive Officer

With a copy to:

Green Dot Corporation
605 East Huntington Drive, Suite 205
Monrovia, California 91016
Attn: General Counsel

17.6. **Waiver.** No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by any party of any breach or covenant shall not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing and signed by the party waiving its rights.

17.7. **Severability.** If any provision of this Agreement is held by court or arbitrator of competent jurisdiction to be contrary to law, then the remaining provisions of this Agreement will remain in full force and effect.

17.8. **Survival.** This Section, and Section 4.3(c), Article 5, Section 6.5, Articles 9, 10, 12, 13, Section 14.2, Section 16.1, 16.2, 16.4, and Articles 17 and 18 shall survive the expiration or earlier termination of this Agreement for any reason.

17.9. **No Third Party Beneficiaries.** Each party intends that this Agreement shall not benefit, or create any right or cause of action in or on behalf of, any person or entity other than Bank, Bank's Affiliates receiving the Services under this Agreement, and Servicer.

17.10. **Force Majeure.** Notwithstanding any provision contained in this Agreement, neither party shall be liable to the other for any default or delay in performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by revolution or other civil disorders; wars; acts of enemies; strikes; labor disputes; fires; floods; acts of God; federal, state or municipal action; or, without limiting the foregoing, any other causes not within its reasonable control, and which by the exercise of reasonable diligence or precaution it is unable to prevent, whether of the class of causes hereinbefore enumerated or not. This clause shall not apply to matters pre-dating the force majeure event or condition. The party suffering a force majeure must notify the other party as soon as possible after becoming aware of the force majeure. In the event of a force majeure, the non-performing party must use reasonable commercial efforts to provide or resume performance as quickly as possible, via use of alternative sources, workarounds or other means (including in the case of Servicer, activating disaster recovery plans as provided for hereunder). Additionally, the party who is not the non-performing party shall be entitled to pursue other means of obtaining substitute performance, and the non-performing party will provide reasonable assistance to facilitate substitute performance. Bank shall not be obligated to pay for Services during any time period under which the Services have been suspended. If a force majeure event interferes in a material respect with critical functions (e.g., issuing Cards, loading value, processing transactions) involved in providing the Services for longer than five (5) days, then Bank shall be entitled in its sole discretion to terminate this Agreement without further obligation of any kind to Servicer. Notwithstanding the foregoing, Bank may not terminate this Agreement by reason of force

majeure after the force majeure situation has been resolved, Services have resumed normally, and the Service Levels are once again being achieved.

17.11. **Negotiated Agreement.** Servicer and Bank each acknowledge that the limitations and exclusions contained in this Agreement have been the subject of active and complete negotiation between the parties and represent the parties' voluntary agreement based upon the level of risk to Bank and Servicer associated with their respective obligations under this Agreement and the payments to be made to Servicer and the charges to be incurred by Servicer pursuant to this Agreement. The parties agree that the terms and conditions of this Agreement shall not be construed in favor of or against any party by reason of the extent to which any party or its professional advisors participated in the preparation of this document.

17.12. **Waiver of Jury Trial.** Each of Bank and Servicer hereby knowingly, voluntarily and intentionally waives any and all rights it may have to a trial by jury in respect of any litigation based on, or arising out of, under, or in connection with, this Agreement or any course of conduct, course of dealing, statements (whether verbal or written), or actions of Servicer or Bank, regardless of the nature of the claim or form of action, contract or tort, including negligence.

17.13. **Financial Information.** Servicer will provide to Bank annually, as soon as they are available, but no later than one-hundred and twenty (120) days after the end of each fiscal year, a copy of its audited financial statements and annual report addressing Servicer's performance, together with such other financial information as Servicer has available and that Bank may reasonably request to prove Servicer's satisfaction of the financial requirements set forth in this Agreement. In addition, Servicer will provide to Bank quarterly, within thirty (30) days after the end of each fiscal quarter, a copy of its quarterly and year-to-date financial statements prepared on a management accounting basis and certified by Servicer's chief financial officer. Servicer shall subsequently provide to Bank a letter from Servicer's chief financial officer confirming that the presentation of the quarterly and year-to-date financial statements was accurate once GAAP basis financial statements are available.

18. DISPUTE RESOLUTION

Any dispute between the parties arising out of or relating to this Agreement (including the interpretation of any provision of this Agreement, the performance by a party, or any licensing agreement or patent related to this Agreement) shall be resolved as provided in this Article 18.

(a) **Informal Dispute Resolution.** Subject to the other Sections of this Article 18, the parties initially shall attempt to resolve their dispute informally, in accordance with the following:

(b) Upon the written notice by a party to the other party of a dispute ("**Dispute Notice**"), each party shall appoint a designated representative, whose task it will be to meet for the purpose of endeavoring to resolve such dispute.

(c) The designated representatives shall meet as often as the parties reasonably deem necessary in order to gather and furnish to the other all information with respect

to the matter in issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives shall discuss the problem and attempt to resolve the dispute without the necessity of any formal proceeding. Meetings will be held at a location mutually acceptable to the parties.

(d) During the course of discussion, all reasonable requests made by a party to the other for non-privileged information, reasonably related to this Agreement, shall be honored in order that a party may be fully advised of the other party's position.

(e) The specific format for the discussions shall be left to the discretion of the designated representatives.

18.2. **Litigation and Injunctive Relief.**

(a) The only circumstance in which disputes between Bank and Servicer will not automatically be subject to informal dispute resolution is where: (i) a party makes a good faith determination that amicable resolution through continued negotiation of the matter does not appear likely; (ii) sixty (60) days have elapsed from the date the Dispute Notice was received by the other party without the dispute having been resolved; (iii) commencement of litigation is deemed appropriate by a party to avoid the expiration of an applicable limitations period or to preserve a superior position with respect to other creditors, or a party makes a good faith determination that a breach of the terms of this Agreement by the other party is such that a temporary restraining order or other injunctive relief is necessary or (iv) a party exercises its rights pursuant to Section 13.2(f) of this Agreement.

(b) Except as specifically stated otherwise in this Agreement, nothing in this Agreement shall be deemed to prevent either party from bringing infringement actions under the patent laws of the United States or availing itself of such procedures as are available through the United States Patent and Trademark Office. For the avoidance of doubt, the parties acknowledge that either party may seek immediate injunctive relief for the infringement of any of the other party's patents.

18.3. **Continued Performance.** Each of Servicer and Bank shall continue performing its obligations under this Agreement while any dispute is being resolved except to the extent the issue in dispute precludes performance. Disputes over payment will not be deemed to preclude performance.

19. **DEFINITIONS**

"**Affiliate**" shall mean, with respect to a party, any Entity at any time Controlling, Controlled by or under common Control with, such party.

"**Agreement**" shall mean this agreement, all schedules and exhibits attached hereto, any future amendments to any of them, and any future Statements of Work, schedules and exhibits added hereto by mutual agreement.

"**Applicable Law**" means any and all federal, state, local or other law, regulation, rule, code or ordinance and all other applicable judicial administrative judgments, orders, or

decrees to which Servicer and/or Bank is subject, including without limitation, any such laws, rules or regulations applicable to Cards, Cardholder Fund Accounts, any Program, financial institutions and their third party processors including, without limitation, the Privacy Regulations, and the GLB Act.

“Authorization(s)” shall mean any domestic or foreign, federal, state, local or other governmental or other quasi-governmental consent, license, permit, grant, authorization or approval, including, but not limited to, any consent, license, permit, grant, authorization or approval of any governmental entity, used in, or necessary for (i) Servicer’s performance of the Services or (ii) Bank’s conduct of its business, as it relates to the Services, as conducted by Bank.

“Bank” shall mean GE Money Bank, a federal savings bank.

“Bank Assumed Expenses” means the expenses identified as such in a Fee Schedule.

“Bank-Bank Client Agreement” has the meaning given in Section 8.2(b).

“Bank Client” shall mean a retailer or other company (other than a Network or Servicer) whose marks or logos appear on Cards issued by Bank and that assists Bank in promotion of the Cards in connection with a Program.

“Bank Client Reload” has the meaning given in Section 4.12(c).

“Bank Client Reload Data” has the meaning given in Section 1 of Schedule 1-F.

“Bank Client Settlement Statement” has the meaning given in Section 2 of Schedule 1-F.

“Bank Customer” means any Person with respect to which Bank issues private label or co-branded credit cards as part of a private label or co-branded credit card program between Bank and such Person as of the day before such Person becomes a Bank Client.

“Bank Data” means any and all data and information of any kind or nature about Bank Clients, suppliers, business partners or Cardholders (including without limitation, personal information, Transaction information, payment information and prepaid card and bank account numbers) which is transmitted to Servicer by Bank, a Bank Client or Cardholders, or which is received or developed by Servicer in the course of providing the Services.

“Bank Designee” has the meaning given in Section 9.2.

“Bank Indemnitee” has the meaning given in Section 10.4.

“Bank Intellectual Property” has the meaning given in Section 12.2

“Bankruptcy Code” has the meaning given in Section 8.1.

“Business Days” shall be Mondays through Fridays except holidays recognized by the Federal Reserve Board of Chicago.

“Card” shall mean a debit card, prepaid card, stored value card or other payment card issued by Bank where funds are provided to Bank or its agent prior to Bank’s issuance of the Card.

“Cardholder” means (i) an Entity to which Bank issues a Card, or (ii) an Entity who uses a Card to make a transaction.

“Cardholder Agreement” means the agreement between Bank and Cardholder to whom the Bank issues the Card governing the terms and conditions applicable to the use of the Card and all disclosures associated therewith.

“Change of Control” means any event or series of events by which any Person (or Persons acting in concert), other than an Affiliate of the Person, shall acquire Control of another Person.

“Commencement Date” means the date that the first Program is launched under this Agreement with a Bank Client.

“Confidential Information” has the meaning given in Article 13 hereto.

“Contract Year” shall mean successive periods of twelve months, the first of which (being slightly longer than twelve (12) months) shall commence on the Commencement Date and terminate on the last day of the month in which the first anniversary of the Commencement Date occurs.

“Control” shall mean the direct or indirect ownership of over 50% of the capital stock (or other ownership interest, if not a corporation) of any Person or the possession, directly or indirectly, of the power to direct the management and policies of such Person by ownership of voting securities, by contract or otherwise. “Controlling” shall mean having Control of any Person and “Controlled” shall mean being the subject of Control by another Person.

“Dispute Notice” has the meaning given in Section 18.1.

“Documentation” shall mean Servicer’s standard user instructions, and Servicer’s policies and procedures relating to the Services, including user guides, tutorials, on-screen help, and operating procedures, as provided to Bank in written or electronic form.

“Effective Date” shall mean the date so defined on the first page of this Agreement.

“Effective Date of Termination” shall mean the date in which this Agreement expires or terminates following a notice of non-renewal or termination; the term shall include any date of expiration or termination extended pursuant to Section 9.1.

“Entity” shall mean an individual or a corporation, partnership, sole proprietorship, limited liability company, joint venture or other form of organization, and includes the parties hereto.

“GD Cards” has the meaning given in Section 16.3(a).

“GD Network” has the meaning given in Section 16.3(a).

“GD Reload” has the meaning given in Section 16.3(a).

“GD Reload Packs” has the meaning given in Section 16.3(a).

“GD Transaction Data” has the meaning given in Section 16.3(c).

“GD Transaction Funds” has the meaning given in Section 16.3(c).

“Green Dot Customer” means any Person with respect to which Servicer has a prepaid card relationship as of the day before such Person becomes a Bank Client.

“Green Dot Merchant Arrangement” has the meaning given in Section 16.3(a).

“Holding Party” has the meaning given in Section 9.2.

“Indemnified Losses” shall mean any and all losses, liabilities, costs, and expenses (including, without limitation, reasonable attorneys’ fees and expenses, reasonable out-of-pocket costs, interest and penalties), settlements, equitable relief, judgments, damages (including, without limitation, liquidated, special, consequential, punitive and exemplary damages), claims (including, without limitation, counter and cross-claims, and allegations whether or not proven) demands, offsets, defenses, actions, or proceedings by whomsoever asserted.

“Implementation Plan” has the meaning given in Section 3.1.

“include” or “including” shall mean without limitation.

“Intellectual Property” shall mean any and all know-how, inventions, patents, copyrights, models, designs, trademarks, trade dress, trade secrets, know-how, test results, knowledge, techniques, discoveries, compilations, regulatory filings, or other information (whether or not patentable and whether or not in tangible or intangible form), and any other industrial or proprietary rights, and any documentation relating thereto, and any and all applications for any of the forgoing, whether or not registered as of the effective date or at any later date.

“Intermediary Services” has the meaning given in Section 16.3(c).

“Key Personnel” has the meaning given in Section 4.4(b).

“Net Network Settlement” has the meaning given under Section 4.12(b).

“Net Load Settlement” has the meaning given under Section 4.12(d).

“Network” shall mean an electronic payment network that operates under a common name and through which financial institutions are able to authorize, route, process and settle Transactions (e.g., MasterCard and Visa), provided, however, that the term shall not include the GD Network.

“Network Rules” has the meaning given in Section 7.3.

“New Product Development Request” has the meaning given in Section 12.4.

“Network Agreement” means that certain Network Membership Agreement dated as of the Effective Date by and between Bank and Servicer.

“Other Expenses” shall mean (a) any fees charged by a Network for any purpose in connection with Cards issued by Bank, including interchange fees, fees related to registration of Servicer, and Network assessments charged to Bank, (b) any losses suffered by Bank with respect to authorization failures, Card inventory losses such as those attributable to Card theft, loss or damage, or Transaction losses associated with a Card, including losses associated with Cardholder fraud, and under floor limit processing, other than any of the foregoing attributable to the willful misconduct of Bank employees, and (c) any expense, fee or cost incurred by Servicer on Bank’s behalf in providing the Services required under this Agreement, and (d) all expenses, fees and costs incurred with regard to Bank’s obligation to provide the Program to the Bank Client, other than Bank Assumed Expenses. Any losses suffered by Bank shall be due and payable by Servicer to Bank when suffered.

“Permitted Persons” has the meaning given in Section 13.2(a).

“Person” means and includes any individual, partnership, joint venture, corporation, trust, unincorporated organization or government or any department or agency thereof.

“POS Reload” has the meaning given in Section 16.3(a).

“Privacy Regulations” shall mean the regulations promulgated under Section 504 of the Gramm-Leach-Bliley Act, Pub. L. 106-102, as such regulations may be amended from time to time.

“Private Label Debit Card” has the meaning given in Section 16(f).

“Program Change Notice” has the meaning given in Section 14.13.

“Program Revenue” means all income derived by Bank from a Cardholder’s acquisition or use of, or maintenance of funds with respect to, a Card issued pursuant to a Program.

“Prohibited Change of Control” means any Change in Control with respect to Servicer, or any transaction in which a Person acquires all or substantially all of Servicer’s

assets, if the Person that acquires Control of Servicer, or all or substantially all of Servicer's assets, either: (a) is not at least as financially sound as Servicer and/or not at least as capable of meeting the obligations of Servicer under this Agreement as Servicer; (b) is insolvent or will become insolvent as a result of such acquisition; (c) in the commercially reasonable judgment of Bank, would cause harm to the goodwill or reputation of Bank or a Bank Client or the Bank or a Bank Client name or brand; (d) is in the business of operating general merchandise retail sales outlets or providing consumer financial services; or (e) has been engaged in material litigation with a Bank or a Bank Client in the past ten (10) years or there has been the threat of such material litigation. For purposes of clarification, an initial public offering by Servicer, or an internal reorganization among Affiliates shall not, by itself, be considered a "Prohibited Change of Control" hereunder.

"Regulatory Authority" means, as the context requires, the Federal Deposit Insurance Corporation, the Office of Thrift Supervision, and any other Federal or state agency having jurisdiction over Bank or Servicer.

"SAS 70" has the meaning given in Section 14.1(a).

"Service Level" shall have the meaning set forth in Section 4.2.

"Servicer" shall have the meaning given in the Introduction.

"Servicer Indemnitee" has the meaning given in Section 10.4.

"Servicer Intellectual Property" has the meaning given in Section 12.3.

"Servicer Software" shall mean the software owned by Servicer and used to provide the Services.

"Servicer System" means all equipment, software, systems, processes and procedures used or necessary for use by Servicer to perform the Services, but not including the information technology, software, equipment, systems, processes and procedures used by Bank or any of its Affiliates or vendors other than Servicer.

"Services" has the meaning given in Section 4.1.

"Servicing Materials" has the meaning given in Section 4.9.

"Settlement" means the movement and reconciliation of funds between Bank and Network members in accordance with Network.

"TBCP" has the meaning given in Section 15.1

"Term" shall mean the period set forth in Article 2.

"Termination/Expiration Assistance" has the meaning given in Section 9.2.

“Transaction” means a transaction which may be initiated with a Card issued pursuant to a Program and the applicable Cardholder Agreement, which may include, but shall not be limited to: (i) a purchase, (ii) a credit for a previous purchase, (iii) a cash withdrawal from an automated teller machine, kiosk or other terminal where such Transactions may be initiated (including cash back at point-of-sale), (iv) a bill payment or other payment to a third-party, (v) transfer of funds, (vi) initial loading of funds on a Card, and (vii) adding additional funds to “reload” a Card.

“Virus” has the meaning given in Section 6.3.

SCHEDULE 1-A

DESCRIPTION OF WAL-MART PROGRAM

1. Bank Client: Wal-Mart Stores, Inc., a Delaware corporation, Wal-Mart Stores Texas L.P., a Texas limited partnership, Wal-Mart Louisiana, LLC, a Delaware limited liability company, Wal-Mart Stores East, Inc., an Arkansas corporation, and Wal-Mart Stores East, L.P., a limited partnership formed under the laws of Delaware (each of the foregoing, individually and collectively, "Bank Client" or "Wal-Mart").

2. Card Branding (Launch Date):

- (a) Private label Wal-Mart Card ("Single Pak-Card") (4Q 06 Launch)
- (b) Private label Wal-Mart SharePak Card ("Share Pak Card") (1Q 07 Launch)

3. Accounts Accessed:

- (a) Value loaded on Cards will be FDIC-insured deposit.
- (b) Cards will access a pooled, general ledger account at Bank.

4. Issuance:

- (a) Single Pak Card: temporary instant issue Card that is purchased at Wal-Mart point-of-sale locations ("Temporary Card") followed by a permanent Card embossed with Cardholder's name that is mailed to Cardholder ("Permanent Card"). Both Cards may be used in PIN-based or signature-based Transactions.
- (b) Share Pak Card: Temporary Card that is purchased at Wal-Mart point-of-sale locations followed by two (2) Permanent Cards.

5. Features and Functionality:

The Program for Wal-Mart (the "Wal-Mart Program") and Cards shall have the features, functionality and/or capabilities described in that certain Prepaid Card Program Agreement dated October 20, 2006 by and among Bank, Servicer and Bank Client (the "Triparty Agreement")

6. Cardholder Fees — (Others TBD)

- (a) Initial Card Sale Fees (Single Pak: Non-Check Cashing): \$8.94 (Temporary Card Only)
-

(b) Initial Card Sale Fees (Share Pak: Non-Check Cashing): \$12.94 (Temporary Card Only)

(c) Reload Fees at Wal-Mart POS (Non-Check Cashing): \$4.64 (Permanent Card Only)

(d) Reload Fees at Wal-Mart POS (Check Cashing): \$0.00 (Permanent Card Only)

(e) Reload Fees at Wal-Mart using MoneyPak: \$4.64 (Permanent Card Only)

(f) ATM Withdrawal (domestic): \$1.95

(g) ATM Withdrawal (international): \$3.50 (plus FX pass through)

(h) ATM Balance Inquiry: \$0.75

(i) Negative Balance: \$0.00 (No overdraft fees)

(j) Special Assistance Fee: \$2.00

(k) Lost/Stolen Replacement: \$8.94

(l) 2nd Card Fee: \$8.94 (Permanent Card Only)

(m) Expedited Card Delivery Fee: \$19.95 (Permanent Card Only)

(n) Paper Statement Fee: \$2.00

(o) Cash Advance Fee: \$ 3.50

(p) Direct Deposit Fee: \$0.00 (Permanent Card Only)

(q) Account Closure Fee: \$0.00

(r) PIN Debit Purchase Fee: \$0.00

(s) Signature Purchase Fee: \$0.00

(t) Fee for Cash Back on Purchase at POS: \$0.00

(u) Monthly Maintenance Fee: \$4.94

(v) Other: As may be set forth in Triparty Agreement.

7. Term of Wal-Mart Program. Unless the Agreement has been earlier terminated, this Schedule shall commence on the Effective Date and shall be co-terminus with the earlier to occur of (i) termination of the Triparty Agreement, and (ii) termination of either Bank's or

Servicer's rights under the Triparty Agreement (hereinafter, the "Term"). Upon termination of the Wal-Mart Program, in the event that (A) Wal-Mart does not exercise its right to purchase the Cards from Bank as described in the Triparty Agreement and (B) Bank terminates Servicer's right to service such Cards, subject to any necessary filings or governmental approvals, Bank shall transfer to Servicer or Servicer's designee any Cards originated in the four (4) months prior to termination. Upon such transfer, Bank shall pay to Servicer or Servicer's designee in immediately available funds and shall be an amount equal to the aggregate dollar amount loaded on Cards as of the closing date of the transfer.

8. Right of First Refusal. Servicer shall have the right to participate in the right of first refusal related to non-Wal-Mart branded cards granted to Bank in the Triparty Agreement. Bank shall not waive or modify any such right without Servicer's prior written consent.

9. Road-to Credit Bounties. In the event any bounties are paid to Bank in consideration of a Road-to-Credit program as described in the Triparty Agreement, such bounties shall be added to Schedule 1-D and Servicer shall have a right to share in such bounties as part of its Base Servicing Fee as described in such schedule.

10. Visa Marketing Funds. Any funds paid by Visa to Bank in respect of marketing the Wal-Mart Program or Cards, other than funds paid to the Program Marketing Fund (as such term is defined in the Triparty Agreement) shall be paid to the Party which incurred the costs as reimbursement for the incurrence of costs associated with such marketing.

SCHEDULE 1 -B
DESCRIPTION OF SERVICES
[Attached]

SCHEDULE 1-B

to

CARD PROGRAM SERVICES AGREEMENT ("AGREEMENT")

BETWEEN GE MONEY BANK ("BANK")

and

GREEN DOT CORPORATION ("SERVICER")

DESCRIPTION OF SERVICES

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1.0 General

- 1.1 **Servicer.** Servicer shall provide all services that are reasonably necessary or appropriate for operation of the Wal-Mart Program, including with respect to Bank Client and Cardholders, except those services that are expressly assumed by Bank under this Schedule 1-B, as such services may be revised from time to time pursuant to the terms of the Agreement (the "Services").
 - 1.2 **Bank.** Subject to the terms of the Agreement, Bank shall be responsible for providing the following services in connection with the Wal-Mart Program:
 - 1.2.1 Setting Cardholder fees
 - 1.2.2 Together with Servicer, setting marketing strategy
 - 1.2.3 Card Issuance
 - 1.3 **Scope of Services.** Without limiting the scope of Servicer's obligations under Section 1, the Services to be provided by Servicer shall include the specific services set forth in the remaining Sections of this Schedule.
 - 1.4 **Best Practices.** Upon request by Bank, Servicer shall (i) conduct reasonable research to determine pre-paid card industry "best practices" with respect to any aspect of the Services, and (ii) perform such aspect of the Services in accordance with "best practices."
 - 1.5 **Policies and Procedures.** Subject to the terms of the Card Program Services Agreement between Bank and Servicer (the "Agreement"), Servicer shall deliver to Bank for review, upon intervals reasonably specified by Bank, a comprehensive and current set of all policies and procedures, training materials and/or compliance materials developed and maintained by Servicer in connection the performance of its obligations hereunder. In addition, upon request by Bank, Servicer shall provide Bank with a report on all supplements, changes and modifications made by Servicer to any of the foregoing. Bank acknowledges and agrees that as of the date hereof, Servicer has delivered all such materials to Bank.
 - 1.6 **Soft Launch and Full Launch.** All the Services set forth in this Schedule shall be available for both the initial, limited location launch of the Wal- Mart Program (the "Soft Launch") and the chain wide launch (the "Full Launch"), except for the following Services, which shall not be available during the Soft Launch: Data Warehousing, fraud queuing (as described in Section 10.2.3), 11 digit customer number (as described in Section 5.3.3.2), transactional history FTP file (as described in Section 6.3).
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2.0 Relationship Management.

Servicer shall provide all relationship management services for the Wal-Mart Program, in connection with which Servicer shall appoint an account manager to be Bank's single point of contact for Card products (the "Account Manager" or "AM"). If the AM is unavailable for any reason, Servicer shall provide a back up AM at all times. The AM shall be available at all times via a cell phone or pager and shall respond to all Bank issues and requests in a timely manner as required in the SLAs set forth in Schedule 1-C (the "SLAs"). Further, the AM shall provide all Card metrics, monitoring, and reporting requirements as specified in the SLAs, and shall organize and attend quarterly review meetings to assess SLA metrics, performance and Bank issues.

3.0 Marketing and New Card Set-Up

- 3.1 **Marketing.** Servicer shall manage all media, advertising plans and marketing materials in connection with which Servicer shall, without limitation, design, produce and distribute (i) to Bank Client all marketing and related materials (including Instant Issue Cards) for use by Bank Client in selling Cards, (ii) to Cardholders or prospective Cardholders all promotional materials as reasonably instructed by Bank. All such materials shall be approved in writing by Bank prior to distribution to Bank Client or to Cardholders or prospective Cardholders. Notwithstanding the foregoing, Servicer and Bank shall mutually agree to the allocation of costs of the development and distribution of all such marketing materials, and Servicer shall not be required to perform any obligations under this Section 3.1 without such mutual agreement.
 - 3.2 **New Card Set-Up.** Servicer shall provide all services necessary for prospective Cardholders to open new Cards via phone and online, and Servicer shall process prospective Cardholders on a real time basis via XML messaging over web services. As part of the Services, Servicer shall accept and process Bank Data and related files for new Card set up. File and interface messaging formats shall be as mutually agreed by Bank and Servicer. To the extent that new Cards are accepted and processed in batch mode, any batch files shall be in the 101 file format, the Excel spreadsheet format provided by Servicer. Servicer shall also commit to abiding by all SLAs regarding new Card set up.
 - 3.3 **In-Store Displays.** Servicer shall be responsible for the timely development, distribution, set-up (for Soft Launch only) and management of all in-store displays, fixtures and related collateral used to facilitate the sale or servicing of Cards at Bank Client locations, including end-caps, kitting, and pamphlets. The parties will meet and mutually agree upon in-store merchandising requirements prior to a broader launch of the Wal-Mart Program.
-

4.0 Authorizations

4.1 General. Servicer shall provide all authorization services for Card products, including the services described in this Article 4:

- Authorization Processing
- Authorization Parameters and MCC (Merchant Category Code) Tables

4.2 Authorization Processing and Parameters

4.2.1 Authorization-processing services shall include the capabilities required to receive, enter, process, and post Card authorization activity.

4.2.2 Servicer shall accept electronic requests, both in batch and in real-time modes, for authorization of monetary Transactions (including purchases, payments, cash advances, ATM withdrawals and merchandise returns).

4.2.3 The accessing of Card accounts for an authorization at the Card level or account level, including PIN verification, CVV and Cardholder address verification.

4.2.4 Servicer shall switch to back-up authorization parameters, which parameters shall reflect the same process as the primary parameters, immediately upon failure of the primary system. Servicer will switch to the backup authorization system within thirty (30) minutes or less upon failure of the primary system. The backup system shall reside on a separate hardware platform and possess a separate copy of all Bank Data.

4.2.5 Servicer shall have the ability to support all authorization parameters requested by Bank, including the following (not applicable to Card load transactions):

- Single Transaction/purchase limits.
- Number of Transactions allowed (daily).
- Dollar spending amount allowed (daily).
- Limits on Transaction frequency, Transaction amount or aggregate amount of ATM withdrawals within a day.

4.2.6 As Cardholders use their Cards to make Transactions, the Servicer System shall deduct from the Cards on a real-time basis, all charges and fees as may be authorized, and add to the Cards on a real time basis all load amounts; provided, however, that if such deductions and/or additions cannot be made on a real time basis due to reasons outside of Servicer's reasonable control, then Servicer shall complete such additions and deductions as soon as practicable. Unless otherwise approved by

Bank, once a Cardholder's Card balance is depleted or would be depleted if a requested debit amount is approved, the Servicer System will prevent the Cardholder from debiting the requested amount, as applicable, until such time as the Cardholder has loaded sufficient funds to the Card, except such transactions permitted or authorized by any Network, including, but not limited to "under floor limit" transactions.

4.2.7 The Authorization System shall provide the option to set up MCC's at Program levels that have the following parameter controls (not applicable to Card load transactions):

- Include MCC's
- Exclude MCC's

4.3 Authorization Response

4.3.1 Servicer's authorization response in connection with sale Transactions at Bank Client locations shall include the Cardholder's then available account balance.

5.0 Collateral

Servicer shall provide all services for Card collateral (including correspondence, plastic, mailers, letters, end caps and statements), including the services described in this Article 5.0:

- Mailers, correspondence and letters
- Collateral production, insertion, mailing and management
- Plastics embossing, production, induction and mailing
- Statements production, enhancements and mailing
- Collateral Inventory Management

5.1 **Mailers, Correspondence and Letters.** Servicer shall provide all correspondence related services for the Cards, including the services described in this Article 5.1. These services include:

- Mailers, Correspondence and Letters

5.1.1 Mailers, Correspondence and Letters

Servicer will prepare correspondence to communicate with Cardholders according to Bank's reasonable requests and as mutually agreed to by Bank and Servicer. Subject to TSYS capabilities and the terms of the Agreement, Servicer shall, at Bank's request, add letter functionality to its correspondence and letter capabilities in order to enhance

the correspondence system in accordance with Bank's business requirements that may enable Bank to create, maintain, revise, update, and organize letter formats in accordance with Bank's business requirements.

5.1.2 PIN Selection

Servicer shall provide Cardholders the ability to obtain Card PINs via PIN selection via IVR.

5.2 Collateral Production, Insertion and Mailing. Servicer shall provide all services with respect to Collateral production, insertion, mailing and management for Cards, including the services described in this Article 5.2. Collateral including Card plastic, statements, Card carriers, and inserts to mailers and Card carriers. Subject to the mutual agreement of Bank and Servicer, Collateral may be reasonably customized for some or all Programs per Bank's instructions. These services include:

- Collateral Production
- Collateral Insertion and Mailing

5.2.1 Collateral Production

5.2.1.1 Servicer shall perform all functions necessary to procure and administer collateral using facilities certified by the applicable Network (e.g., Visa and Interlink) and using vendors and facilities certified by the applicable Network (e.g., Visa and Interlink). Servicer's responsibility shall include:

- Inventory numbering, where applicable
- Creation based on mutually agreed specifications
- Storage
- Revisions and Updates upon Bank request
- Destruction upon Bank request
- UPC Assignment and Management
- Item Number Assignment
- Management of Bank Process Logistics Requirements

5.2.2 Collateral Insertion and Mailing

Servicer shall make available to Bank functionality enabling Bank to insert up to five (5) items of collateral in card carriers.

5.3 Plastics, Production, Embossing, Thermal-Printing, Induction and Mailing. Servicer shall provide all Card and Plastic services for the Cards, including the services described in this Article 5.3:

- Card production, embossing, thermal-printing (non-embossed), induction, insertion and distribution
- 11 digit Cardholder identification number (not on magnetic stripe for Soft Launch)

5.3.1 Card production, induction, insertion and distribution

5.3.1.1 Servicer shall perform the functions necessary to produce, in the quantities and on mutually agreed schedules, Cards using only processes and facilities certified by the applicable Network(s) (e.g., Visa, Interlink) Servicer's responsibility shall include the following:

5.3.1.1.1 Receive, inspect, and induct plastics within forty- eight (48) hours of receiving Card plastics. Notify Bank of plastics that do not meet the applicable specifications provided by Bank to Servicer. (Custom materials can be ordered with Bank's approval via plastic proof or Bank may order its own plastics.) In the event that Servicer determines that a custom collateral is found to be defective, Servicer shall notify Bank of such defects within two (2) business days of such determination.

5.3.1.1.2 Collect, organize, decipher, calculate and present (including through reports) the Bank Data collected from the Servicer System, including any relevant electronic Card files containing information concerning production of the Cards.

5.3.1.1.3 As requested by Bank, emboss plastics, including adding text, numbers, and logos, in compliance with applicable Network Rules.

5.3.1.1.4 Encode the resulting Card in compliance with the applicable Network Rules.

5.3.1.1.5 Print required Bank information on Card carriers.

5.3.1.1.6 Produce 72-hour rush Card plastic for new or existing Cardholders, upon Cardholder request, provided that Servicer must process plastic for next day delivery only if the Card is requested by 6pm Central Time and the Cardholder has agreed to pay the associated fee. Delivery of any such Card to an address other than the "bill to" address shall require a signed acknowledgment of receipt from the Cardholder or other authorized recipient.

5.3.1.1.7 Servicer shall provide all support related to magnetic stripe parameters. Servicer shall provide design support. Bank will supply to Servicer Card logo artwork which meets Servicer specifications. Servicer will provide a

proof to Bank within seven (7) business days of receipt. Bank will notify Servicer of acceptance and Servicer will send the proof to the applicable Network within two (2) business days. Once Servicer receives all related materials and acceptance from the applicable Network, Servicer and Bank will begin final testing.

5.3.1.1.8 Perform as requested by Bank services respecting the following: Card plastic design/ production assistance, inserting, ultragraphic/graphic imaging, activation sticker labeling, Card mailers, ultraforms, photo Card, rush plastics, Card pulls, and re-issuance of lost/stolen Cards, in accordance with mutually agreed to policies and procedures.

5.3.1.2 Servicer shall perform all functions necessary to insert and deliver Reloadable Cards to their intended recipients. Servicer's responsibilities shall include the following:

- Trim, burst and fold the Card carriers.
- Attach activation sticker to each Card, as requested by Bank.
- Data match the Cards and the Card carriers.
- Insert the Cards into the correct corresponding Card carriers.
- Insert the Card carriers and any applicable Bank-approved materials into the correct envelopes. Bank must adhere to material size and paper specifications as outlined in the Servicer User Manuals previously provided to Bank by Servicer.
- Supply the required postage on those Card carrier envelopes being mailed to their respective intended recipients by the US Postal Service.
- Seal and deliver to US Postal Service facility/representatives Card carrier envelopes being transmitted to their respective intended recipients by the US Postal Service.
- Seal and deliver to non-US Postal Service facility/representatives Card carrier envelopes that are to be delivered to their respective intended recipients by a courier other than the US Postal Service.
- Ship individual Cards and Card stacks (bulk cards) per Bank's delivery instructions to Bank Client locations.
- Not ship Cards to locations outside of the United States.

5.3.1.3 Servicer shall log and code Cardholder's record for plastic return and the date of such return. Servicer shall destroy all returned plastics per the issuing Network Rules. Servicer will supply Bank with a daily report of all returned plastics.

5.3.1.4 Servicer shall pull Cards, upon request, from daily and reissue embossing and thermal printing work and destroy or ship such pulled Card plastics per Bank's instructions.

5.3.1.5 Servicer shall pull unembossed and non-thermal printed Card stock and destroy/mail/or ship the plastics per applicable Network Rules.

5.3.1.6 Servicer shall generate and print custom Card mailer information based on specifications initially established at Wal-Mart Program initiation or conversion and/or as modified at Bank's request from time to time.

5.3.2 Reporting Obligations and Provision of Information

5.3.2.1 Servicer shall produce and deliver reports to Bank according to mutually agreed reporting guidelines not inconsistent with the Services Agreement concerning Servicer's Card/plastic production, insertion and distribution services. These reports shall be at the individual Bank extended BIN, ISO or issuer level, where appropriate, and include the following:

- Monthly status report(s) of card/plastic production and mailings and associated quality measurements including defect and cycle time reporting.
- Monthly card/plastic inventory report.

5.3.2.2 Servicer shall provide to Bank through its reporting system data relating to custom Card/plastic storage, production and distribution as requested by Bank for Bank's use in creating reports for Bank and Bank Clients.

5.3.3 11 digit Cardholder identification number

5.3.3.1 Print or have printed 11 digit Cardholder identification number on Permanent Cards.

5.3.3.2 Place 11 digit Cardholder identification number within track 2 of the magnetic stripe by the later of March 31, 2007 or Full Launch

5.4 Plastic and Collateral Inventory Management. Servicer shall control and manage the inventory level of plastics (both internally and at Bank Client locations), mailers, inserts, envelopes and other collateral in accordance with Bank's reasonable requirements including, for the Soft Launch of the Wal-Mart Program, the requirements set forth in the "*Distribution Center Proposed Solution for Pilot Launch*" document attached hereto as Exhibit A, in connection with which Servicer shall comply with all Bank Client distribution requirements and Network Rules applicable to Cards bearing Network marks. Servicer shall develop complete and comprehensive training materials with respect to Servicer's obligations under this Article, which materials shall be subject to Bank's

review and approval, train all its personnel who are responsible for plastic and/or collateral inventory management under the Wal-Mart Program in a manner that will enable them to perform in accordance with such Program's requirements, and monitor such personnel's compliance with such requirements. Servicer shall take appropriate action against any Servicer personnel not complying with such requirements.

5.5 Statements. Servicer shall provide to Bank all services related to providing statements to Cardholders, including the services described in this Article 5.5:

- Statement production, insertion and distribution
- Statement inventory management, if Bank is utilizing a custom statement.
- Statement access and storage
- Statement file creation
- Electronic Access of Statements

5.5.1 Statement Production, Insertion and Distribution.

Servicer shall collect, organize, decipher, and present (on-line, in tangible written form, and/or electronically) Bank Data collected on the Servicer System. The Servicer System shall provide account level coding to identify a Cardholder's telephone request, and the date of such request, to have statements mailed to Cardholder. Any such request may be withdrawn by Cardholder at any time by contacting Servicer by telephone. From the Bank Data, Servicer shall prepare and deliver Cardholder statements in form and substance, and at dates and frequency levels (including no later than on the Servicer Statement Day of each month and on a "one-off" basis), as mutually agreed to by Bank and Servicer. Servicer shall not provide a written statement(s) to a Cardholder unless requested by Cardholder. Servicer's responsibilities shall include the following:

- Create a print-ready file for the production operation containing the Bank Data needed to print statements.
 - Print Statements.
 - Trim, burst and fold statements and prepare for insertion together with additional collateral requested by Bank into envelopes (not for "one-off" statements).
 - Provide Bank with the opportunity to review and approve statements, including without limitation, designs and content fields. Statement designs will be provided with in six (6) weeks from
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artwork/ design submission by Bank to Servicer. Bank must approve final proofs.

- Supply required postage for those envelopes being transmitted to their respective intended recipients by the US Postal Service.
- Seal and deliver to the appropriate US Postal Service facility/representative envelopes containing statements that are to be transmitted to their respective intended recipients by the US Post Office.
- Review marketing materials received from Bank vendors/Client, or Bank's agents, to determine, in accordance with Bank instructions, including those regarding weight restrictions for mailings, whether and when such materials will be included in the applicable statement mailings. Bank is to ensure the materials provided adhere to the size specifications for purposes of insertion determined by Servicer.
- Insert statements into correct envelopes in the order and priority as instructed by Bank according to Servicer requirements. Servicer will provide up to three (3) insertion pockets.
- Servicer shall prepare and deliver duplicate or replacement Cardholder statements as requested by Bank or Cardholders from time to time, whether requested via help desk (as described in Article 6.0), online website or otherwise (and for any status, except if the Card is in activation status, but has not been activated). Servicer will mail the statements directly to the address contained in the Cardholder record, as such address may be updated from time to time by Bank or Cardholder.

5.5.2 Statement Inventory Management

Servicer shall provide all statement inventory management services for Cards, including the services described below for Bank custom statements:

5.5.2.1 Order and stock all materials required for statement production, including statement envelopes and statement paper, so that there is an adequate supply available.

5.5.2.2 Provide inventory procurement assistance and inventory management of the Bank forms and envelopes.

5.5.2.3 Provide inventory management of the Bank insert materials.

5.5.3 Statement Access and Storage

Servicer shall provide all statement access and storage services for Cards, including the services described below:

5.5.3.1 Servicer shall store and, upon Bank's request, return to Bank statement data for a period of no less than five (5) years from the date of creation or any longer period as may be required by Applicable Law.

5.5.3.2 Produce replacement statements requested by Bank or Cardholders via an on-line or phone request and mail the requested statements directly to the address designated in the request.

5.5.4 Statement File Creation

5.5.4.1 Servicer shall provide to Bank statement file creation services for Cards, including the following services: Servicer shall prepare print-ready files, including Cardholder statements, in accordance with Bank's proscribed parameters. Servicer shall promptly provide Bank with the opportunity to review and approve the printed output of such files.

5.5.4.2 Based on Bank's proscribed parameters (including Bank's requirements pertaining to weight management), Servicer shall include in statement files the appropriate print marks for any applicable inserts, letters and messages. Servicer shall provide Bank the ability to review and approve each month's statement insert, letters and message set-up prior to mailing.

5.5.5 IVR/VRU Access to Transaction History

5.5.5.1 Servicer shall provide Cardholders with IVR/VRU access to the last thirty (30) transactions.

5.5.5.2 Servicer shall provide Cardholders on-line access to a history of their Card Transactions for the past sixty (60) days plus current month-to-date, including purchases, loads and any fees assessed in connection with such Transactions.

5.5.5.3 Upon request by Cardholders, Servicer shall provide Cardholders with a regularly scheduled alert regarding their account balance via email and/or SMS transmission.

5.6 Summary Disclosures. Servicer shall provide to Bank all services related to providing Cardholders an online sixty (60) day Transaction summary and IVR/VRU access to the last 30 transactions and current balance with respect to their Cards (each, a "Summary Disclosure"), including the services described in this Article 5.6:

- Electronic Access of Summary Disclosures
 - Distribution of Summary Disclosures to requesting Cardholders.
-

5.6.1 Electronic Access of Summary Disclosures

5.6.1.1 Servicer shall provide Cardholders with online access to their current Summary Disclosures. Servicer shall also provide Cardholders with IVR/VRU access to their last 30 transactions.

5.6.2 Distribution of Summary Disclosures to requesting Cardholders

Upon request by Cardholders, Servicer shall provide Cardholders with written copies of their Summary Disclosures in accordance with the same requirements as set out in Article 5.5 applicable to the provision of written Statements to Cardholders.

6.0 Compliance and Legal. In connection with Servicer's obligations under Section 7 of the Agreement, Servicer shall comply with Bank's *Legal and Compliance Requirements* as provided by Bank to Servicer and as may be amended by Bank from time to time upon written notice to Servicer. Unless otherwise instructed in the *Legal and Compliance Requirements*, Servicer's obligations shall include the following:

6.1 USA Patriot Act. Upon set-up of each new Card, Servicer shall notify Bank in accordance with mutually agreed to reporting procedures if it has not received any of the following information from Bank with respect to such Card:

- Name
- Physical Address (street, rt #, apt. #, city, state, zip code)
- Unique Identifying Number (e.g., Social Security Number, Tax ID Number or other acceptable number)
- Date of Birth

Servicer shall refuse to issue a Permanent Card to any Cardholder, promptly upon direction by Bank if appropriate identification of the Cardholder or prospective Cardholder is not obtained in accordance with Bank's policies. If a Cardholder is refused a Permanent Card by Bank, Bank will (i) allow Cardholder to spend funds remaining on the Temporary Card, or (ii) at the Cardholder's request, issue a check to Cardholder in the amount equal to the funds loaded onto the Card plus the sale price for the Card and any fees associated with such sale.

6.2 OFAC. Servicer shall screen all new Cardholders to whom Bank proposes to issue a Card, together with any authorized users of the Card, against the Office of Foreign Assets Control (OFAC) database and shall

promptly provide Bank with a report (as described below) of the Cardholders and prospective Cardholders who match the information contained in the OFAC database, so that Bank can take the appropriate action. If Bank so chooses, Servicer, upon request, shall initiate recurring scans of Bank's entire Card base against the most current OFAC file on a monthly or quarterly basis and promptly provide Bank with a report (as described below) of Cardholders who match the information contained in the OFAC database, so that Bank can close such Card accounts immediately. Servicer shall install the most recent version of the OFAC database within two (2) business days of receipt.

Within twenty-four (24) hours of the completion of each screening process for any Cardholder or prospective Cardholder who matches the information contained in any OFAC database, Servicer shall provide Bank with a report to include First Name, Last Name, Middle Initial, Address, City, State, Zip, Social Security Number or Tax Identification Number in a mutually agreed upon format (each an "OFAC Report"). Bank shall review and research Cardholders information contained in the OFAC Report and advise Servicer of research findings. Servicer shall update Cardholder's records pursuant to the OFAC Report findings communicated by Bank, or other communication from Bank relating to Cardholders who match the information contained in the OFAC database, which may be derived from other processes from time to time.

Servicer shall refuse to issue a Card, or cancel any outstanding Card, promptly upon direction by Bank with respect to any Cardholder or prospective Cardholder that appears to be in the OFAC database.

- 6.3 Bank Secrecy Act/Anti-Money Laundering.** On a daily basis during Full Launch, provided that Bank and Servicer have established a mutually agreeable scope and procedure, Servicer shall provide a FTP file transmission to Bank containing all transactional activity for each given day within that daily period for each Card, as extracted from Servicer's data warehouse. Servicer shall reasonably cooperate with Bank in conducting fraud detections, investigations and filing Suspicious Activity Reports with respect to Card transactional activity.

If in the course of fraud detection and investigation Servicer identifies suspicious activity that requires filing of a Suspicious Activity Report under Applicable Law, Servicer shall provide Bank with all information within its possession regarding such activity, and cooperate with Bank so that Bank may file a SAR.

- 6.4 Regulation E.** Servicer shall respond to and resolve all Cardholder and Card related disputes, inquiries and errors referred to Servicer by Bank within the time frames and requirements set forth in Regulation E and in compliance with all policies and procedures related to dispute processing
-

services in accordance with applicable Network Rules. Without limiting the foregoing, Servicer shall fulfill Bank's obligations under and in compliance with Section 205 of Regulation E (except that Servicer shall comply with the final rule related to payroll cards instead of providing periodic statements to all customers), provided that (i) Servicer shall seek prior written approval of any policy, procedure, description or other material that affects Bank's compliance with such sections of Regulation E, (ii) Bank cooperates with Servicer in connection with its performance of its obligations under this Section, including promptly funding any provisional (and final) credits to Cardholder accounts, as appropriate.

7.0 Customer Service and Support. Servicer shall provide all support services to Cardholders and/or Bank, including:

- Bank: Support desk handling of all Bank Inquiries
- Bank: Card Account Maintenance
- Bank: Dispute Processing
- Cardholder: Support desk handling of all Cardholder Inquiries/License
- Cardholder: Card Account Maintenance
- Cardholder: Voice Response Unit (VRU) Services
- Cardholder: Website Report

7.1 Bank: Support Desk Inquiries. Servicer shall provide Bank with an escalation process to address all Bank inquiries submitted via telephone and/or in written correspondence (e.g. lost/stolen Cards, PIN reset, disputes under Regulation E).

7.2 Bank: Account Maintenance. Servicer shall perform Bank requested maintenance to all Cards as may be reasonably requested by way of written correspondence (including e-mail).

For the avoidance of doubt, servicing of Bank requested maintenance to Cardholder data elements is part of the Services. Servicer shall perform Bank requested maintenance to Cardholder Card data elements whether such requests are received by Servicer (i) through written correspondence or (ii) through e-mail. Servicer will provide Card maintenance services in accordance with SLAs as provided in Schedule 1-C.

7.3 Bank: Dispute Processing. In addition to the services described in Section 7.4 with respect to Regulation E, Servicer shall provide all dispute processing and error resolution services for all Card related errors and disputes, including PIN based disputes, all in accordance with Applicable

Law and in compliance with applicable Network Rules. These services include those related to:

- Charge backs
- Unauthorized Charges
- Re-presentments
- Arbitration of Merchant Disputes
- Network Disputes
- Network Compliance Violations by Merchant
- Draft Requests
- Research

In addition, Servicer will maintain and comply with all policies and procedures related to dispute processing services in accordance with Applicable Law and applicable Network Rules. Any write-off of a disputed amount or loss that is caused by or arises from Servicer missing required time frames or not complying with Applicable Law or applicable Network Rules shall be the sole responsibility of Servicer, unless such compliance failure was due to a delay or error by Bank.

7.3.1 Charge backs.

Servicer shall issue account charge backs where appropriate and necessary. All Transactions that meet all criterions agreed upon by Servicer and Bank, such criterion to be in compliance with applicable Network Rules and Applicable Law, will be issued charge backs by Servicer in an effort to recover funds from a merchant that has either made an error or charged an amount not authorized by Servicer or Bank.

7.3.2 Re-presentments

Following charge back procedures, Servicer shall review and make a commercially reasonable decision with respect to any Transaction that is re-presented by a merchant in an effort to recover funds charged back from the Bank. Servicer shall provide Bank activity reports that detail all signature based re-presentments submitted, the dispositioning of each such re-presentation and, for cases where re-presentation was allowed, the reason for such allowed re-presentation. These reports shall be provided to Bank on each day for which signature based re-presentation activity occurs. Servicer shall provide Bank daily status reports of all signature based and PIN based re- presentation activity if and when requested by Bank.

7.3.3 Arbitration of Merchant Disputes

If Servicer reasonably determines that a dispute should be taken to arbitration, Servicer shall pursue any and all avenues to win each arbitration case approved by Bank. Bank commits to make decisions for each arbitration request from Servicer within applicable Network timeframes. Servicer shall be responsible for all Network fees associated with such arbitration cases.

7.3.4 Network Compliance violations by Merchant

Servicer shall file compliance violation reports to the Networks where appropriate and necessary when charge backs and auto-charge backs do not exist. For Transactions that meet all agreed upon criteria, compliance will be filed in order to recover funds from a merchant that has either made an error or charged an amount not authorized by Servicer or Bank when no charge back right exists and the amount is in direct violation of an applicable Network Rule. Servicer shall notify Bank of any such violation, as well as file reports, as appropriate, in accordance with Network requirements.

7.3.5 Draft Requests

Servicer shall comply with all Bank or Cardholder initiated Draft Requests within the timeframes outlined in applicable Network Rules as well as with Applicable Law. Servicer shall indemnify Bank from and against any claims or losses (including payment of attorneys fees) resulting from its failure to meet such timeframes, except any such failures attributable to a merchant. Servicer shall pursue enforcement of charge backs and other rights against merchants and other parties pursuant to mutually-agreed guidelines within the framework of applicable Network Rules as well as Applicable Law, in the event the failure is attributable to such parties.

7.3.6 Research

Upon request by Bank, Servicer shall promptly investigate and report back to Bank regarding matters relating to any Cardholder or merchant dispute in connection with a Transaction.

- 7.4 Cardholder: Support desk handling of all Cardholder Inquiries/License.** Servicer shall provide a support desk to receive and respond to all Cardholder inquiries submitted via telephone and/or in written correspondence (e.g. lost/stolen Cards, PIN reset, disputes under Regulation E). Bank hereby grants to Servicer a non-exclusive, revocable, royalty free license within the United States to use Bank's "Money Bank" tradename and trademarks in connection with providing such support desk services. Any use of such tradenames and trademarks by Servicer must be approved in writing in advance by Bank at least fifteen (15) days prior to use, and must comply with the Agreement and the most recent written usage guidelines, if any, that are delivered by Bank to Servicer.
- 7.5 Cardholder: Card Maintenance.** Servicer shall perform Cardholder requested maintenance with respect to Cards as may be requested telephonically or by way of written correspondence.
-

For the avoidance of doubt, providing Cardholder requested maintenance to Cardholder Card data elements is part of the Services. Servicer shall perform Cardholder requested maintenance to Cardholder Card data elements when such requests are received by Servicer telephonically. Servicer will provide maintenance services in accordance with SLAs as provided in Schedule 1-C.

7.6 Cardholder: Voice Response Unit (VRU) Services. Servicer shall provide Cardholders VRU services as mutually agreed in writing by Bank and Servicer.

7.7 Bank and Cardholder Web-Site Support. [Refer to Section 13 — Online Tools].

8.0 Product and Servicer System Enhancements. Subject to the terms of the Agreement, Servicer shall on a fee basis enhance its products and the Servicer System when new services and/or functionality is requested by Bank or is required to make the Servicer System compatible and properly configured and integrated to work as a system with Bank's systems and any hardware or software vendors of Bank, and any upgrades to any of the foregoing. Product enhancements shall comply with the process for new product and feature introduction described in this Article and in the Agreement. This includes completing a formalized new product and feature introduction process as mutually agreed by the parties. The AM shall be responsible for coordinating, on behalf of Servicer, all new products, product enhancements, developing the relationship, facilitating quarterly meetings, and assisting Bank in meeting strategic needs with respect to the Card product, Enhancements and related Services. Notwithstanding anything in this Section 8, Servicer shall not be required to provide any product or Servicer System enhancements if such an enhancement would, in the reasonable discretion of Servicer, compromise the architectural integrity, security, reliability or performance of the Servicer System, unless such enhancement is required to comply with Applicable Law.

The following product enhancement services and/or forms shall be provided by Servicer including:

- Product Request Form
- Enhancement Scoping
- Execution and Implementation

8.1 Product Request Form (PRF). Servicer will reasonably assist Bank in completing a PRF (such PRF shall be in the format as mutually agreed by the parties) for any New Product Development Request, Enhancement or other projects. Information contained within the PRF shall include the details, description, reason substantiating the request, and timing

associated with the request. Servicer will confirm with Bank that the PRF is substantially complete and will assign an implementation manager and conversion analyst to oversee and manage Servicer internal resources and work associated with developing, testing and implementing any enhancement mutually agreed to by Bank and Servicer.

8.2 Enhancement Scoping.

8.2.1 Subject to the terms of the Agreement, Servicer shall scope all requests for new products, services or enhancements including, without limitation, New Product Development Requests subject of a PRF, and provide Bank with related time and/or cost estimates and/or options, all as described in the Agreement and as otherwise reasonably requested by Bank.

8.3 Execution and Implementation. Servicer shall complete the development, testing, production and documentation of all mutually agreed to New Product Development Requests, Enhancements or other projects reasonably requested by Bank. Each new project shall be delivered based on the timing and cost estimate provided by Servicer, unless Bank submits any change to the New Product Development Request. Subject to the terms of the Agreement, Servicer will reasonably cooperate with Bank, and as requested, any third parties, in the development, testing and implementation of any New Product Development Requests, Enhancements or other projects. Servicer shall assign an implementation manager and conversion analyst to such projects as mutually agreed by the parties.

8.4 Right of Refusal. Servicer shall provide Bank an installation date within thirty (30) Business Days after Bank's receipt of the requested written hours and cost estimates for the relevant project. After that time, the Bank shall have up to ten (10) Business Days to accept or refuse the project, thus canceling the project and any associated costs, unless Bank requires additional information (in which case the time within which Bank must accept or reject the project shall be extended until ten (10) Business Days after Bank obtains all required information.

Notwithstanding the foregoing, Bank may cancel implementation of any project resulting from a PRF at any time upon notice to Servicer, provided that in such event Bank shall be responsible for payment of all approved costs incurred by Servicer up to the point of cancellation.

9.0 File and Data Exchange for Card Account.

9.1 Servicer shall provide reports to Bank via an FTP site pursuant to Section 15.0 for Soft Launch. Bank and Servicer shall work together in good faith to define and develop a mutually agreed to scope and nature of data exchange between the parties.

9.2 Data Retention and Storage

9.2.1 Servicer shall retain for a period of at least five (5) years, or any longer period as may be required by Applicable Law, all Cardholder account data and any other Bank Data, all in compliance with Applicable Law.

9.3 Communication Links.

9.3.1 As requested by Bank, Servicer shall install, provide or cause to be installed or provided the systems and communication links reasonably necessary to transmit Bank Data and the files, data and transmissions described in Sections 9.1 and 9.2 to and from its facilities or equipment to and from the facilities or equipment of Bank.

9.3.2 Servicer shall, during the Term, maintain such systems and links for communicating in good working order.

9.3.3 The method of transmission and the media employed will be proposed by Servicer and be subject to approval by Bank. The Parties shall take into consideration relevant factors such as traffic type, in-bound and outbound message sizes, traffic loading distribution, and the equipment or devices which are or may be used.

10.0 Fraud. Servicer shall provide information, functionality and services as requested by Bank to minimize and manage Card fraud. Servicer shall make available and perform the fraud services set forth below. These services include:

- Fraud Management and Detection
- Fraud Investigations and Fraud Recovery (Charge backs)
- Fraud Queue Management (not available at Soft Launch)

10.1 Fraud Management and Detection

10.1.1 Servicer shall provide Bank and Cardholders with fraud management and fraud detection services through use of the Servicer's fraud detection system and as otherwise may be required by Bank.

10.1.2 Upon Bank's request, Servicer shall establish supplemental fraud detection strategies to fulfill Bank's fraud detection requirements. These strategies shall be tested in a development environment prior to implementation to ensure fraud detection effectiveness and to measure the impact to Servicer's fraud detection organization. If during testing the defined strategies do not perform satisfactorily, they shall be modified to suit Bank and Servicer. These strategies shall be made available for review on a monthly basis.

10.1.3 Upon Bank's request, Servicer shall provide Bank with the following Card fraud services:

- Monitoring authorizations queued as a result of the fraud strategies or fraud score.
- Place outbound telephone calls to home and business telephone numbers of Cardholders who have exhibited suspicious activity using their Card.
- Manual review of Card activity for fraud Card Activity shall be monitored by Servicer using specific parameters as mutually established by Bank and Servicer. Customized parameter rules may be developed and established should Bank experience a unique fraud event.
- Daily provision to Bank of Card authorization approval rates, itemized Transaction type (e.g., purchases)

10.1.4 If Servicer is unable to contact the Cardholder with respect to fraud issues, Servicer shall leave a message on the Cardholder's message machine or with a responsible person for the Cardholder to contact Servicer at a toll-free number. Such message script must be reviewed and approved by Bank prior to use.

10.1.5 When the Servicer call results in contact with the Cardholder, and the Cardholder validates the authorization activity, Servicer shall record an on-line account memo into the Servicer System indicating the results of the call utilizing its screens. Servicer will note on Servicer's system of record when a Card is "warm blocked" (i.e., can load but not use funds) or confirmed fraud. Detailed reports on Cards that have undergone any status change during the statement period shall be available to Bank through Servicer's Loss Management reporting.

10.1.6 When the Servicer call results in contact with the Cardholder and the Cardholder is unable to validate the activity, Servicer shall initiate a Lost/Stolen Report and place a block on the Card to prevent further authorizations. Servicer shall record an on-line Card memo on the Cardholder Card record, indicating the results of the call.

10.1.7 If Servicer observes activity, which appears uncharacteristic or unusual for the specific Card, and Servicer is unable to successfully contact the Cardholder, then Servicer may place a block on the Card to prevent further authorization approvals until the Cardholder successfully verifies the activity.

10.1.8 Servicer shall provide Bank with lost/stolen/fraud reporting services. Lost and stolen reports from Bank's Cardholders are recorded on the Servicer System by on-line entries, which automatically change the external status on the

Servicer System and block authorizations for the Card. These Services shall be available to Cardholders 24 X 7.

10.1.9 Servicer shall report to the applicable Network those accounts that qualify for warning bulletin protection or the exception file by reason of a lost or stolen report entry. Servicer shall list such accounts accurately by region and for a number of days equal to the time remaining until Card expiration. Listing an account on the warning bulletin may provide Bank with charge back and/or authorization protection. For the avoidance of doubt, Servicer shall bear all costs and expenses associated with warning bulletins.

10.1.10 As part of its fraud prevention services, Servicer shall immediately block new Transactions with respect to Cards in the event that a Card has been reported lost or stolen. Thereafter, Servicer shall deactivate the Card, transfer any related funds or credits to a replacement Card, and issue and send such replacement Card to the Cardholder.

10.1.11 In the event that any Bank Data that is stored by Servicer or transmitted by or to Servicer and that relates to Cardholders is compromised, Servicer shall provide to the affected Cardholders (at no cost to Cardholders or Bank) identity theft victim assistance services. All such services must be reviewed and approved in advance by Bank.

10.1.12 "Code 10" Calls. Servicer shall accurately respond to merchant "Code 10" calls (i.e., calls from merchants seeking validation of Cardholder ID) for information verification requests.

10.2 Fraud Investigation/Fraud Recovery (Charge back.)

10.2.1 Charge backs shall be initiated by Servicer on all Bank's Cards that meet defined criteria and qualify for specific charge back rights per applicable Network Rules.

10.2.2 At Full Launch, as part of its fraud control services provided to Bank, Servicer shall provide the following fraud reporting services on Bank's behalf to each applicable Network. Security detail transactions (status codes used to place Cardholders in various status states — "hot", "lost", etc.) shall be used to add, update or delete Transaction records on Servicer's security master file (Servicer's negative file containing Cards blocked for use). These Transactions will generate and deliver a fraud advice record to the applicable Network. Lost or stolen Cards and related monetary values shall be researched and disposition codes entered by Servicer to record fraud, counterfeit, and charge backs. Fraud detail information shall be transmitted to the applicable Network by Servicer in compliance with Applicable Law.

10.2.3 To the extent that any investigation results in a determination that a Transaction is fraudulent, then Servicer shall charge-off after ninety (90) days of no cardholder transactional or recover payment activity, or otherwise remove, the amount of the fraudulent item from the Cardholder's Card.

10.3 Fraud Detection Improvement and Queue Management.

10.3.1 Servicer shall have the ability to detect fraudulent activity on Cards. Servicer shall provide to Bank a written analysis of the reports interpreting the performance of the existing algorithms and strategies for detecting and addressing fraud, and written recommendations for changes or updates to such algorithms or strategies to improve their performance. Servicer shall provide a monthly report of current fraud detection strategies and performance.

10.3.2 Servicer shall have the ability to build fraud queues around designated Bank criterion, as supplied by Bank. Bank acknowledges that all Servicer debit fraud detection clients are monitored under the same baseline parameters, but that Servicer will create customized fraud queues and parameters, as requested by Bank, in order to supplement such baseline parameters. These queues and criterion shall be tested in a development environment prior to implementation to ensure fraud detection effectiveness and to measure the impact to Servicer's fraud detection organization. If during testing the queues and criterion do not perform satisfactorily, they shall be modified to suit Bank and Servicer. These queues and criterion shall be reviewed on a monthly basis.

11.0 Product Support Calls. Servicer shall receive, handle and resolve all support calls and issues from Bank employees in relation to any system related problems associated with the Card products and services, including such problems associated with the Servicer System, any Servicer owned/supported system, Cardholder websites, file and data exchanges, data warehouses, databases, queue management systems, fraud systems, Info security, administration systems, reporting systems, etc.

12.0 Implementation Services. Servicer will provide all implementation management services for Card products, including the services described below:

- Weekly status update call between Servicer and Bank, as appropriate and requested by Bank and/or designated third parties who may be instrumental in effecting the implementation of the Card product or any enhancements to the Card product
- Testing and quality control process around all development work and set-ups
- An implementation manager
- Implementation dates as mutually agreed.
- In the event of a "rush" request by Bank, Servicer will work with Bank to accommodate Bank's time frames.

13.0 Online Tools. Servicer will itself or through a permitted subcontractor (e.g., TSYS) provide the following online tools and services, each of which shall be

accessible using commonly available web-browsers (i.e., Internet Explorer, Netscape). Such tools and services shall conform to Bank's security requirements:

- Cardholder Tool and Website — A web based Cardholder tool used to view Transactions and balances via the internet.
- TSYS Access — View-only access which may be used by Bank, as the issuing Bank, to interface into the Servicer System in order to, among other things, check Card transactional activity.
- FTP Reporting Tool — Bank may use this web-reporting tool to view all reports described in this Schedule.

13.1 Cardholder Tool and Website.

Servicer shall design, host and provide a Cardholder website and related Cardholder services for Card products, including the services described in this Article.

Servicer shall provide services to support its Cardholder Tool and Website, as well as other Cardholder tools that Bank may require to support other Card products from Servicer. Cardholders may use the Cardholder Website to perform Card functions, including the following:

- View Card Transaction activity
- View Statements (when developed by TSYS)
- Request copies of Cardholder statements

Through a project request, Bank may request changes to the existing screens and content of this Cardholder website.

13.2 TSYS Management Tool

Servicer shall provide Bank with view-only access to TSYS which may be used by Bank, as the issuing Bank, to interface into the Servicer System in order to, among other things, check Card transactional activity.

13.3 FTP Reporting Tool

Servicer shall provide Bank access to a FTP reporting tool to view reports as provided in Section 15.1 below. For the avoidance of doubt, the provision of such access does not remove or otherwise waive Servicer's obligation to provide and perform other Services related to reporting.

14.0 Products Supported; Options. As mutually agreed to by Bank and Servicer (including agreement on cost), Servicer shall provide the Services for the types of Cards described below having the below described options:

- General Card Options
 - o Reloadable
 - o Instant issue
 - o Branded
 - Card type options
 - o Branded
 - o Unbranded
 - Card Stock
 - o Custom
 - o Generic
 - Embossing
 - Thermal Printing
 - Card activation labels
 - o Custom
 - o Standard
 - Card Encoding
 - o Expiration dates
 - o Card number
 - o Service code
 - o CVV, CVV2
 - Card Carrier for both mailed Cards and Cards distributed at POS.
 - o Custom
 - o Standard
 - Inserts
 - Envelopes
 - o Custom
-

- o Standard
 - Card Ordering
 - o Batch
 - o Expedited
 - o Instant Issue
 - o Manual
 - Card Shipping Options
 - o Fed-Ex or other courier service
 - o Direct Mail
 - Funding options
 - o ACH (direct deposit only)
 - Statements upon request
 - o Paper
 - o Online
 - o Bi-lingual (project request by Bank required, subject to TSYS availability)
 - IVR/VRU
 - o CRV block removal
 - o Balance inquiry
 - o Transaction history
 - o PIN change
 - o English/Spanish
 - Card Management System
 - o Authorizations
 - o Batch processing
 - o Transactional limits
 - o Adjustments
 - o Card activation
 - o PIN generation
-

- o Organizational hierarchy
- o Funds movement
- PIN handling
- Risk Management
 - o OFAC verification
 - o Fraud reporting
 - o Never Received cards
 - o Patriot Act/Anti-Money Laundering data
- Bank Service
 - o Lost/Stolen reporting
 - o Escalation process
 - o Receive, Research, Handle, Respond to and Resolve all Cardholder inquiries and disputes (whether via phone, Cardholder website, or written correspondence.)
- Portfolio Management
 - o Closing Cards
 - o Purging Cards
- Settlement Features
 - o Settle to G/L
 - o Network adjustments

15.0 Reporting. Servicer shall provide all report production services for the Wal-Mart Program Cards, including the following:

- Report Production and Management
- Delivery
- Data Warehousing, when requested and at Bank's additional expense, on mutually agreed to terms, but in no event for Soft Launch.

15.1 Report Production and Management.

15.1.1 Servicer shall provide reports via FTP site with respect to the Services and any Bank Data pursuant to which Servicer shall, as requested by Bank, produce reports requested by Bank on a daily, weekly, monthly, quarterly and yearly basis. Servicer shall generate and store Transaction report data.

15.1.2 Servicer shall generate and distribute such reports via FTP site and in a format which permits Bank to view, manipulate, print, and store the reports.

15.1.3 Servicer shall directly transmit to Bank, copies of the Bank files in a mutually agreed upon format, if so requested by Bank.

15.1.4 Servicer shall produce and provide reports for the following areas and any other reports as required in this Schedule:

- Negative Match Report
- Multiple Cards Report
- Authorization Details
- Balance Inquiries on accounts not activated
- Blocked account balances
- ATM Decline Details
- API Declines/Approvals
- High Account balance
- Multiple Loads by SSN/Other ID
- Credit Rating Information
- Merchant Credits
- Total Posted Transactions
- Lost/Stolen Report
- Total Overdrafts
- Direct Deposit ACH Transactions Over \$1000
- Direct Deposit ACH Reject and Return Report
- Activation Report
- Sales Invoices
- Daily Settlement Sheet
- Monthly Cardholder Refund Reimbursement Invoice
- Monthly Settlement/Total Fees
- Monthly Interchange Settlement
- Reconciliation/Activity File
- Daily Marketing Report Detail
- Weekly Top 5 Merchant/MCC
- Monthly Marketing Report Detail

15.2 Data Extraction, Encryption, Delivery, and Receipt Services

15.2.1 Bank and Servicer shall work together in good faith to define and develop mutually agreeable data extraction, encryption, delivery and receipt services.

16.0 Settlement, Funds Movement, and Reconciliation. Servicer shall provide complete settlement, funds movement and reconciliation services, including the following services:

- Settlement Services
 - Funds Movement Services
-

- Reconciliation Documentation 16.1 Settlement Services

Servicer shall settle required funding with various Networks as needed on a [*] basis. Settlement services shall be provided in connection with, but not limited to, the following Networks:

- Visa
- Interlink

16.2 Funds Movement Services

Servicer shall be responsible for providing Bank with reporting required for accurate movement of funds between the funding and activity bank accounts on a [*] basis as required by the various Network and/or Bank funding activities and Cardholder activities. Bank shall be responsible for accurate movement of funds between various bank accounts owned by Bank.

16.3 Reconciliation Documentation

Servicer shall provide Internet access to the following report(s) required to reconcile settlement and funds movement services:

- Daily Activity File

Servicer has ownership over the processing accuracy and timely availability of these reports. In the event the Network Daily Reports Tool is not accessible or the reports were not published to the Networks Daily Report website, Servicer shall email (encrypted) or fax required reports as needed to the Bank Finance contact.

17.0 Transaction Processing. Servicer shall all provide Transaction processing services for Bank Cards. These services include the following processes:

- General Transaction Processing (to include reloads, balance inquiries, debit purchases, ATM withdrawals, direct deposits, cash back and others as specified by Bank).
- Fees

17.1 General Transaction Processing

17.1.1 Servicer shall provide all Transaction-processing services with the capability required to receive, enter, process and post Card Transaction activity on a real time basis. The processing and posting of Transactions shall be accomplished using a wide variety of controls and settings available to and selected by Bank. Monetary Transactions, including debit and credit sales, returns, refunds,

* **Confidential Treatment Requested.**

adjustments, charge backs, and payments shall be supported on a real time basis. Other non-monetary Transactions shall be supported and used to maintain non- monetary account information. Authorization Transactions shall be supported on a real time basis. Bank acknowledges that Servicer will use the TS1 Platform for Transaction processing. Servicer shall not use a different platform for Transaction processing without first obtaining Bank's written consent.

17.1.2 Servicer shall provide Transaction-processing services for all monetary Transactions received by Servicer from the applicable Network for posting to the Cardholder account.

17.1.3 Servicer shall receive and accept Cardholder direct deposits from Bank's third-party service provider.

17.2 Fees

17.2.1 Servicer shall provide Bank the ability to assess and reasonably manage the following fee types, at the BIN level, including:

- o Monthly Account Maintenance Fee
- o Domestic ATM Withdrawal
- o International ATM Withdrawal
- o Teller Cash Withdrawal
- o Domestic ATM Inquiry
- o International ATM Inquiry
- o Card Replacement
- o Statement Reprint
- o Live Bank Service
- o Dormant/Inactivity fee
- o Activity fee
- o Point of sale (Signature or PIN)
- o IVR/VRU

17.2.2 Servicer shall provide Bank the ability to assess and manage all fee criteria, including but not limited to, include/exclude fee criteria options and amounts and targeted Transaction activity for all Clients and Programs.

18.0 Cooperation/Interface with Third-Parties. In connection with providing the Card products and services to Bank and Cardholders, Servicer shall reasonably cooperate with any third-party provider(s) of goods, software or services to Bank in support of or in connection with Bank's and/or Cardholder's receipt of such products and services.

19.0 **Other Services.** Servicer agrees and acknowledges that it is responsible for providing all services on behalf of Bank in connection with the Bank's issuance of Cards, and the use of such Cards, as required in accordance with commercially reasonable business practices as well as safe and sound banking practices, except to the extent that Bank has expressly undertaken to perform such services under the Agreement, and that the term "Services," as used in this schedule or the Agreement, shall include all such services even if not expressly set forth in this schedule or the Agreement.

20.0 **Definitions.** All capitalized terms not defined below or elsewhere in this Schedule shall have the meanings ascribed to them in the Agreement.

"Bank Finance Contact" means Ben Johnson.

"Draft Request" shall mean a request for sales slip or receipt that substantiates or evidences any given Transactions or charges (whether debit or credit) related to a Card.

"include" or "including" shall mean without limitation.

"MCC" shall mean Merchant Category Code.

"Permanent Card" shall have the meaning set forth in that certain Prepaid Card Program Agreement by and among Bank, Servicer, Wal-Mart Stores, Inc., and certain of its Affiliates (the "Triparty Agreement").

"PIN" shall mean personal identification number assigned to or selected by Cardholder for use in processing Transactions to Cardholder's Card.

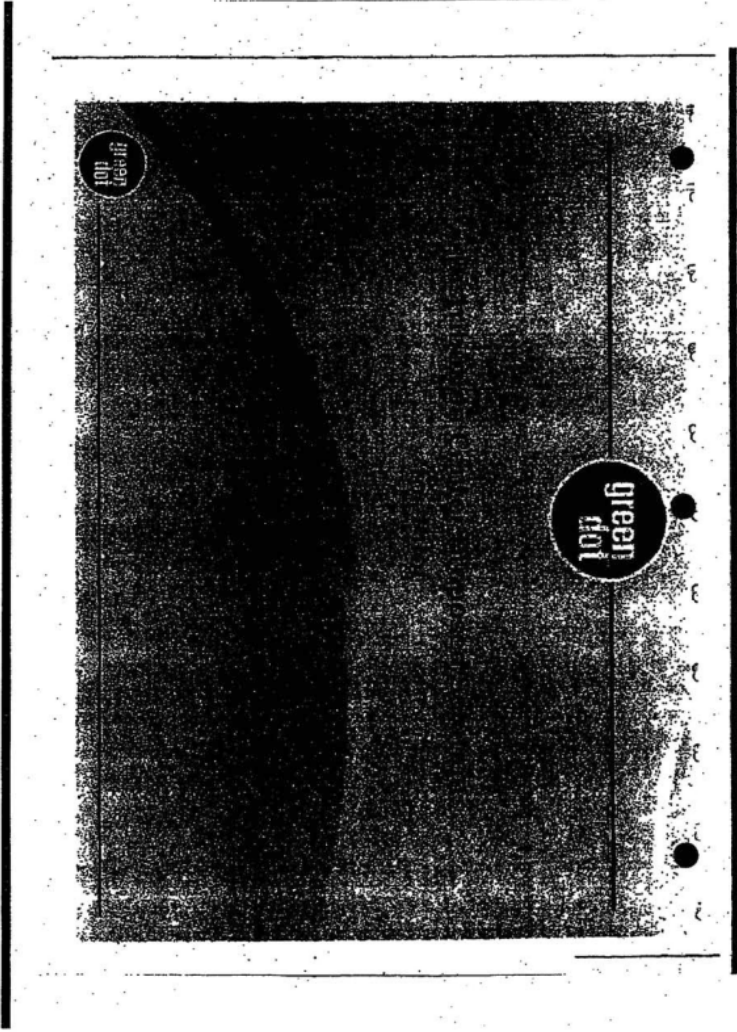
"Servicer Statement Day" shall mean the day not later than the tenth (10th) Business Day after the close of each calendar month.

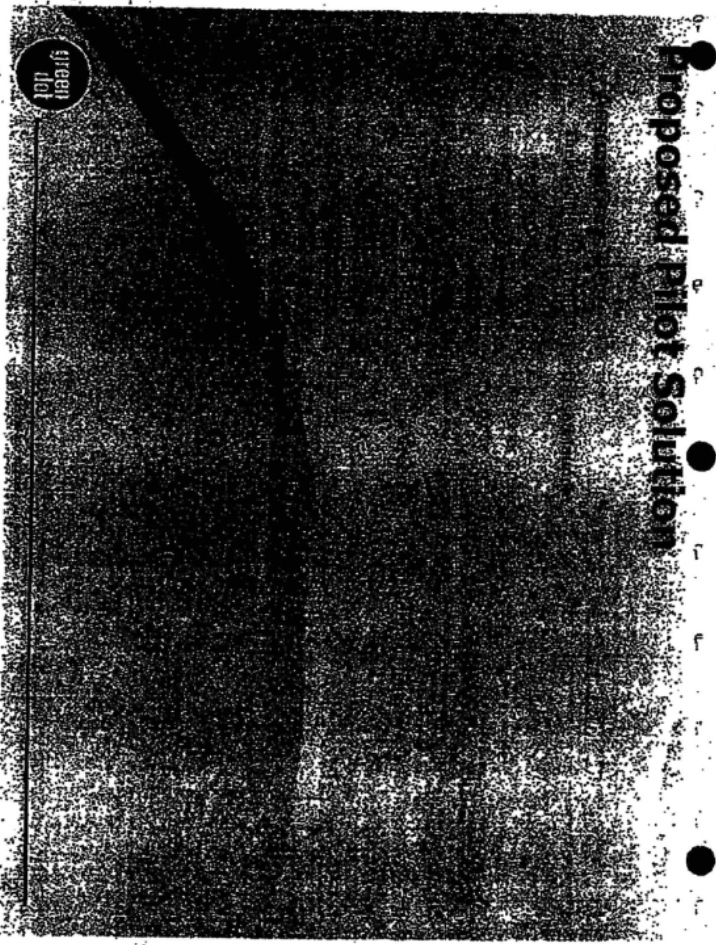
"Temporary Card" shall have the meaning set forth in the Triparty Agreement.

"Wal-Mart Program" shall mean, with respect to this schedule, all of the products and services provided or to be provided by Servicer to Bank under Schedules 1-A, 1-B, 1-C, 1-D, 1-E, and 1-F of the Agreement.

EXHIBIT A

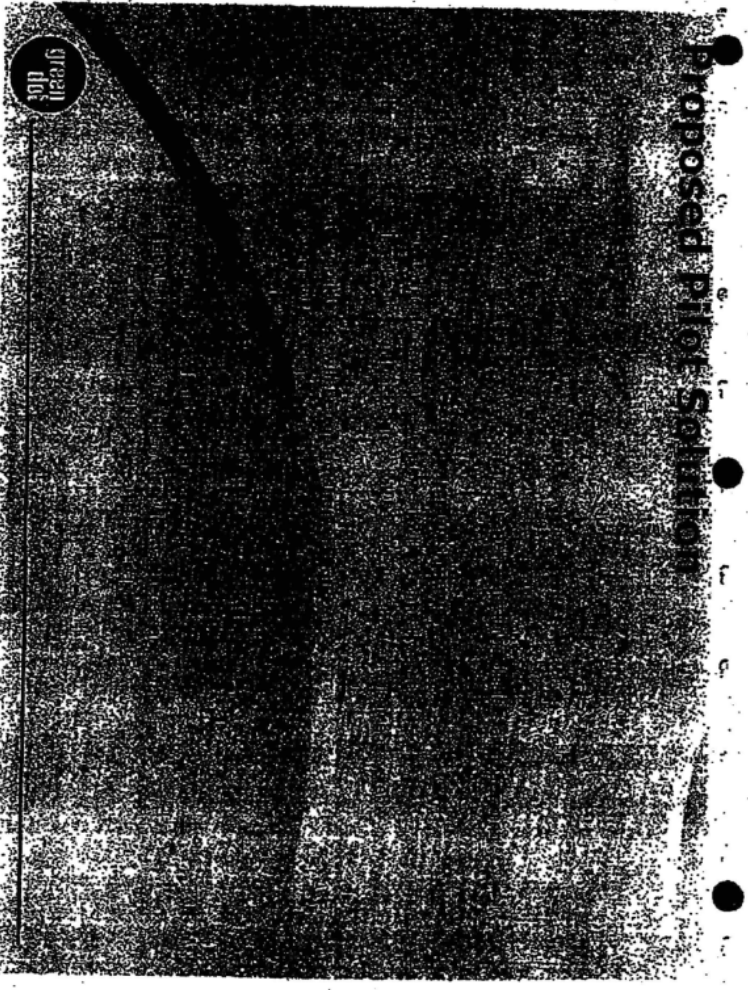
Distribution Center Proposed Solution for Pilot Launch

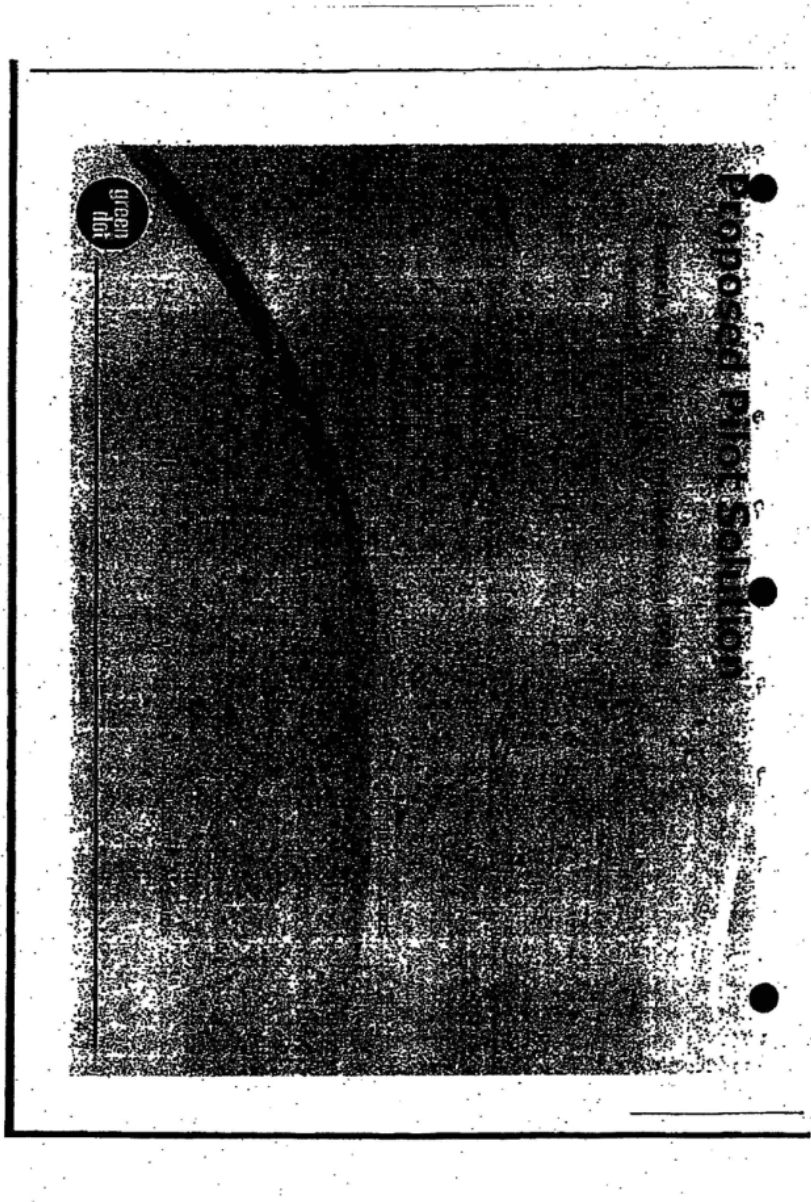


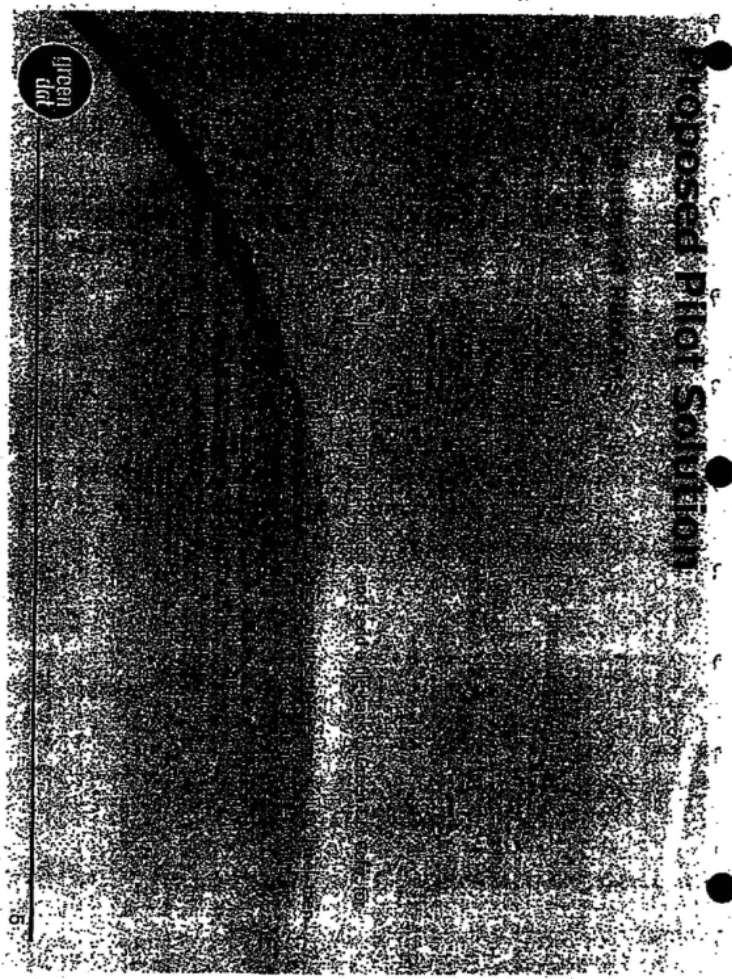


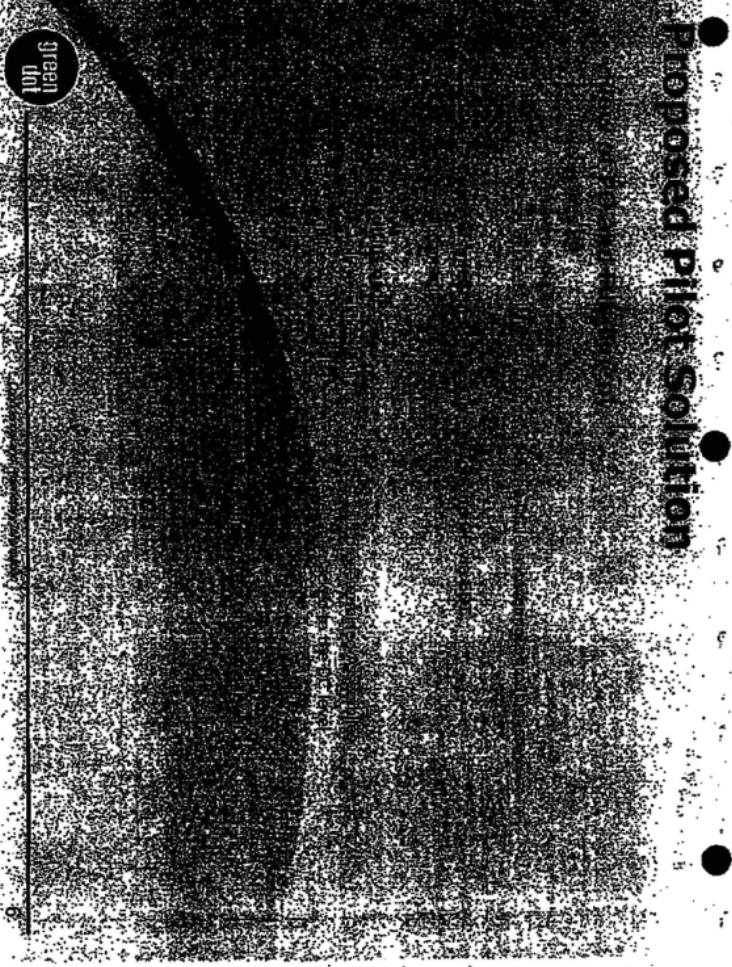
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Proposed Pilot Solution

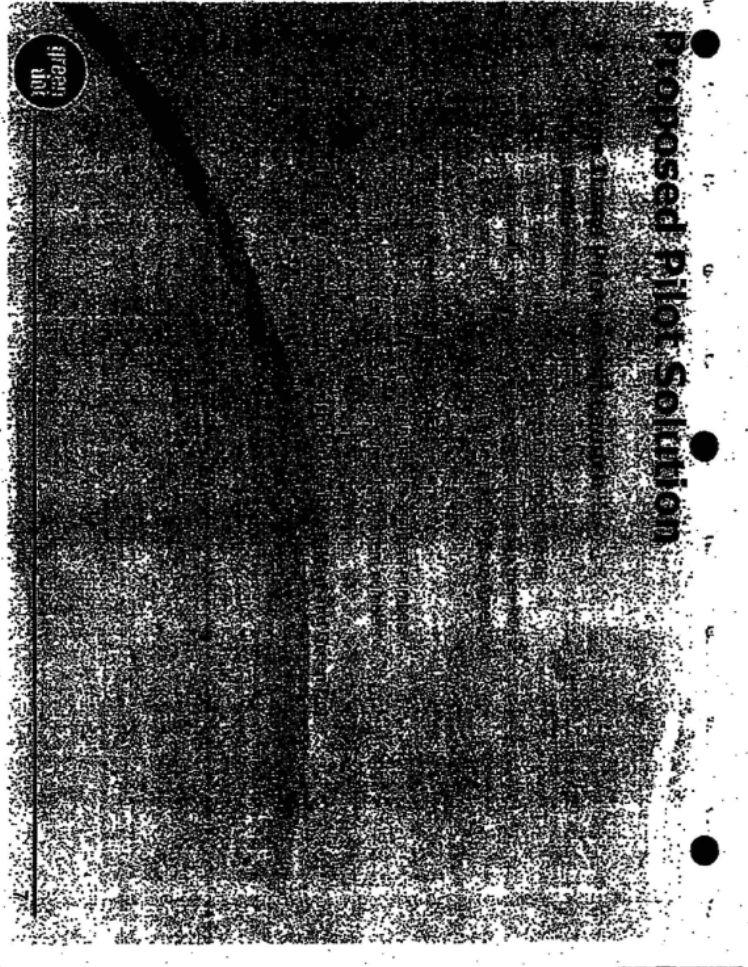








Proposed Pilot Solution



Proposed Pilot Solution

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SCHEDULE 1 -C
SERVICE LEVEL AGREEMENT
[Attached]

SCHEDULE 1-C
SERVICE LEVEL AGREEMENT
FOR
WAL-MART PROGRAM

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1. Introduction

1.1. Purpose

This Service Level Agreement ("SLA") sets forth the Service Levels that Servicer and Bank are required to meet or exceed in performing Servicer Services or Intermediary Services, respectively, in connection with the Wal-Mart Program. This SLA also provides for remedies associated with a Party's failure to achieve the Service Levels, including Service Level credits ("SLCs").

Servicer and Bank shall perform the Servicer Services and Intermediary Services, respectively, so as to achieve or exceed all of the Service Levels set forth in this Program Schedule.

1.2. Effective Date of the Service Levels

Unless otherwise specified herein or in a separate document signed by Servicer and Bank, each Service Level in this SLA is effective as of the Effective Date (as defined below).

1.3. Modification and Review of Service Levels and Related Procedures

Subject to the terms of the Triparty Agreement, Service Levels may be added, deleted or modified by the Parties during the Term, in accordance with the Services Agreement (as defined below), in order to achieve a fair, accurate and consistent measurement of performance of the Servicer Services and Intermediary Services. Subject to the terms of the Triparty Agreement, the parties may also add, delete or change Service Levels by mutual agreement on a go-forward basis in response to changes in Bank's business needs.

The Parties shall meet at least annually to review Service Level results and to consider proposed changes to Service Level requirements, Service Level reporting requirements and other related issues, but neither Party shall be required to agree to any particular changes without such Party's consent except as may be otherwise expressly set forth herein, in the Services Agreement or in the Triparty Agreement.

1.4. References/Interpretation

Unless otherwise specifically noted, all references in this SLA to "Articles", "Sections", "Exhibits" and "Attachments" are references to the Articles, Sections, Exhibits and Attachments of this SLA, respectively. References to Articles or Sections of the Services Agreement refer to the Services Agreement to which this SLA is appended. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Services Agreement.

2. Definitions

2.1. Certain Definitions

"Authorization System" means that portion of the Servicer System utilized by Servicer to authorize Transactions.

“Available for Use” means the ability of equipment, software, systems, data, Servicer Services and functions for which Servicer is operationally responsible, to be utilized or accessed by Bank, the Bank Client, Cardholders or other third-parties as designated by Bank, as intended in accordance with normal operations.

“Availability”, unless otherwise defined herein, means the extent to which referenced equipment, software, systems, data or Servicer Services are Available for Use.

“Bank Client” means, individually and collectively, Wal-Mart Stores, Inc., Wal-Mart Stores Texas L.P., Wal-Mart Louisiana, LLC., Wal-Mart Stores East, Inc., an Arkansas corporation, and Wal-Mart Stores East, L.P.

“Billing Period” means the period of time over which the Servicer Services identified in the periodic invoice presented to Bank by Servicer were performed. Unless otherwise noted, the Billing Period shall be a calendar month.

“Critical Service Level” has the meaning given in Section 6.2.

“Downtime”, unless otherwise defined herein, means the number of minutes in the Billing Period during which identified equipment, software, systems, data, Servicer Services, Intermediary Services or function was not Available for Use or where response time of such service is outside established parameters.

“Effective Date” means the date as of which Cards first become available for sale to the public at Bank Client.

“Excused Downtime” means (i) Downtime during a Scheduled Maintenance Window, and (ii) any other period during which any particular equipment, software, system, function Servicer Service or Bank Service is not Available For Use (x) of which Bank or Servicer, as applicable, has approved, (y) which Bank or Servicer, as applicable, has excused, or (z) which are outages due to matters outside of Servicer's or Bank's, as applicable, Span of Control.

“Include”, **“includes”** and **“including”**, whether or not capitalized mean “include without limitation”, “includes without limitation”, and “including without limitation”.

“Monthly SLA Report” has the meaning given it in Section 3.1.

“Non-Critical Service Level” has the meaning given in Section 6.2.

“Scheduled Maintenance Window” means a scheduled period of time mutually agreed by Servicer, Bank and Bank Client during which maintenance or other activities are to be performed and the time actually used, such time not to exceed [*] ([*]) [*] per calendar [*]. Servicer shall provide Bank not less than [*] ([*]) [*] prior written notice of any requests for changes to its Scheduled Maintenance Window. Extensions to a Scheduled Maintenance Window, and any rescheduled Maintenance Window for which Bank has not provided its written consent, shall be deemed Unexcused Downtime.

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“Servicer Services” means “Services” as defined in Schedule 1-B (Description of Services) to the Services Agreement.

“Service Levels” are expected results defined in each Service Level section of Exhibit A to this SLA.

“Service Level Agreement” or **“SLA”** has the meaning given in Section 1.1.

“Service Level Credit” or **“SLC”** means the monetary credit that a Party will pay the other Party if the former fails to meet a Service Level, as set forth herein.

“Service Level Failure” has the meaning given in Section 6.1.

“Services Agreement” means the Card Program Services Agreement dated October ____, 2006 by and between Bank and Servicer, as amended from time to time.

“Severity Level” means, with respect to an incident, the highest-priority level that is applicable based on the classifications contained in this SLA, as reasonably determined by Bank in accordance with the descriptions set forth in the chart made part of Section 5.2.

“Span of Control” means any equipment, software, system, network or other infrastructure and those areas of functionality and availability with respect to, or utilized to provide, the Services or other services, as applicable, that are under the control of a Party, its subcontractors or agents.

“Term” has the meaning given it in Schedule 1-A (Description of Wal-Mart Program) to the Services Agreement.

“Time of Problem Identification” means the earlier of (i) the time Servicer detects a problem or incident, and (ii) the time Servicer is notified of the problem or incident.

“Triparty Agreement” means that certain Prepaid Card Services Agreement dated October 20, 2006 by and among Bank, Servicer and Bank Client.

“Unexcused Downtime”, unless otherwise defined herein, means the total number of minutes any Servicer System component or any Service is not Available for Use during a Billing Period, excluding Excused Downtime.

3. Service Level Methodology

3.1. Excused Downtime

Service Level Failures shall not be deemed to occur during Excused Downtime.

3.2. Measurement and Reporting

Except as otherwise specified in this SLA or agreed in writing by the Parties, each Party shall accurately measure and report on its performance against the applicable Service Levels on a calendar-month basis. Unless otherwise specified for a particular Service Level, the Servicer

Services, Intermediary Services and each Party's performance against the Service Levels are to be monitored by the Party providing such services [*] ([*]) [*] per [*], [*] ([*]) [*] per [*] during the Term, excluding, however, any Excused Downtime. Unless otherwise specified, each Party will be responsible to collect measurement data and execute the data collection plan for completing the Monthly SLA Report, as discussed below, for Service Level performance. Each day, where applicable, each Party will record all applicable Service Levels and shall, for the calendar month, determine the monthly service level. The total number of Service Level Failures during the specified measurement period will be documented in the Monthly SLA Report for that measurement period.

All activities required for monitoring, measuring and reporting a Party's performance against the Service Levels shall be performed at no additional charge to the other Party.

Not later than the 10th Business Day of each calendar month, each Party shall provide to the other a detailed report, in form and with a level of detail reasonably satisfactory to the other Party, summarizing its performance of the Servicer Services or Intermediary Services, as applicable, against the Service Levels during the previous calendar month (the "Monthly SLA Report"). Such report shall include, for each Service Level Failure, (a) a description of the cause(s) of such failure, (b) the remedial efforts (if any) undertaken by the Party to correct the failure, and (c) the preventive measures (if any) taken, or currently being taken, by such Party so that the failure does not recur.

Each Party shall provide all reports described in this Article 3 and elsewhere in this SLA in electronic format.

3.3. Measurement Tools

Each Party shall maintain in place and utilize the necessary measurement and monitoring tools and procedures required to measure and report its performance against the applicable Service Levels. Measurement and monitoring shall permit reporting at a level of detail reasonably sufficient to verify compliance with the Service Levels. Each party shall provide the other with information and access to such tools and procedures, as well as any resulting reporting data including, without limitation, raw reporting data, reporting logs and log files, upon request for purposes of verifying such party's compliance with the terms of this SLA.

3.4. Reload Packs Excluded

The Service Levels applicable to Servicer and Bank hereunder shall not apply to the extent the Servicer Services and Intermediary Services are related to the sale or servicing of GD Reload Packs.

4. Communication and Escalation Requirements

Upon becoming aware of any actual or pending Service Level Failure, each Party shall promptly contact the other as directed by the escalation policies and procedures set forth in the attached Exhibit B or as otherwise mutually agreed by the parties in writing. Such contacting Party shall provide the other Party all pertinent information available to it at such time concerning the Service Level Failure. Such information may include (a) nature and scope of the

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problem, (b) actual or suspected cause(s) of the problem, (c) expected or possible effects of the problem on the Servicer Services, Servicer, Bank, Intermediary Services and the Bank Client, (d) the proposed Severity Level assigned to the problem, (e) actions being taken by such Party to resolve the problem and return the Servicer Services or Intermediary Services to their normal operational status, (f) actions being taken by Servicer or Bank, as applicable, to eliminate any adverse effects from occurrence of the problem (including any production delays, lost or corrupted data, failures to process Transactions, etc.), (g) contact information concerning the individual having responsibility for liaising with the other Party in connection with the problem, and (h) such additional information concerning the above as is reasonably requested by the other Party.

5. Issue and Problem Resolution, Classification, Response and Notification

5.1. Issue and Problem Resolution

Following any Service Level Failure, the applicable Party responsible therefore shall restore normal provision and operation of the affected service consistent with the Services Agreement, including, without limitation, Schedule 1-B and this SLA and will inform the other Party of the strategy for resolution, including patches, workarounds, etc. Each Party will also advise the other of any reasonably foreseeable degradation or interruption in service that may result from the incident or problem, or in connection with the resolution process. The Parties will use commercially reasonable efforts to minimize the impact on the Parties, Bank Client and Cardholders. The Party responsible for the Service Level Failure will also bear any additional servicing costs while the problem or incident is being addressed, unless the other Party agrees to bear some of the cost, and such responsible Party will bear all costs associated with the resolution of any issue attributed to it.

Problem ticket time frames will be recorded and tracked in the current tracking support system maintained by the responsible Party.

5.2. Problem Severity Level Classifications/Communication

For purposes of this SLA, including without limitation, the Service Levels set forth in Exhibit A to this SLA, the following chart sets forth the Severity Level classifications for problems and event tickets:

<u>Severity Level</u>	<u>Description</u>	<u>Examples</u>	<u>First Status Update</u>	<u>Subsequent Status Updates</u>
[*]	Severe impact on productivity; Severe corruption of data; Requires immediate change	Bank On-Line tools unavailable. Systemic error resulting in balances being incorrect for Cardholders; Significantly reduced response time.	Within [*]	No later than [*]

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Severity Level	Description	Examples	First Status Update	Subsequent Status Updates
[*]	Significant impact on Bank productivity Issue directly affects Cardholders	<p>Transactions and other critical functions unavailable including, without limitation, the Authorization System and those portions of the Servicer System affecting Card loads, IVR, customer service, Card applications, Card activation.</p> <p>Problems that cause or are reasonably foreseeable or likely to cause significant loss of revenue or incurrence of significant expense to a Party.</p> <p>In each case, for which no known bypass or work-around is available and can be readily implemented.</p> <p>Non-critical Transactions unavailable</p> <p>Moderately reduced response time</p> <p>Incorrect interface</p> <p>Severe Bank or Cardholder statement or notice issues</p> <p>Calculation issues with critical functions</p> <p>Cardholder web-sites unavailable</p> <p>Likely to have a serious impact on an essential or important component, transaction, process, or service relating to Bank or Bank Client business or operations, or Cardholders.</p> <p>In each case, for which no known bypass or work-around is available and can be readily implemented.</p>	Within [*]	[*]

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Severity Level	Description	Examples	First Status Update	Subsequent Status Updates
[*]	Significantly reduces Servicer System effectiveness Required for next major processing (such as month/quarter end)	<p>Less severe Bank or Cardholder statement or notice issues.</p> <p>Calculation issues with non- critical functions.</p> <p>Report sorting issues.</p> <p>Report content issues.</p> <p>Screen navigation or formatting issues (screen still usable).</p> <p>Impairs a non-critical component, process, or service relating to Bank's or Bank Client's business or operations, or for Cardholders for which a known bypass or workaround is available and can be readily implemented.</p> <p>Causes or is reasonably foreseeable or likely to cause one or more security issues but does not put Bank Data at risk of being compromised.</p>	Within [*]	As [*]
[*]	Work-around is available Several methods to resolve issue	<p>Issues for non-critical functions isolated to a very few Cards.</p> <p>Cosmetic issues with reports or screens.</p> <p>Issues where a simple work-around is available.</p> <p>That permits Cardholders to use Bank's products and services. with only minor loss or degradation of functionality</p> <p>That is low impact and is not continual or repeated</p> <p>For which a known bypass or work-around is available and can be readily implemented.</p>	Within [*]	As [*]

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5.3. Multiple Tickets Having the Same Severity Classification

In the event there are multiple incident tickets relating to problems having the same severity classifications, the Parties will work together to determine the priority of incident resolution efforts in connection with the relevant incidents.

6. Service Level Credit Methodology.

6.1. Service Level Failures

In each instance of a failure by a Party to achieve a Service Level (a "Service Level Failure"), such failing Party shall: (i) investigate and report to the other Party on the root cause(s) of the failure, (ii) advise the other Party, as and to the extent requested, of the status of remedial efforts being undertaken with respect to the failure; (iii) notify the other Party of the steps which the failing Party believes should be taken to correct the failure; (iv) promptly take the necessary steps and resume meeting the Service Level; (v) take appropriate preventive measures so that such failure does not recur; and (vi) ensure that the specific Service Level Failure is accurately recorded in the applicable report.

6.1.1. Termination for Repeated Individual Critical Service Level Failures. Either Party shall have the right to terminate the Wal-Mart Program in the event that, at any time after the Effective Date, Servicer fails to achieve the Default Percentage with respect to the same Service Level during any [*] (["*"]) [*] or during any [*] (["*"]) [*] months during any rolling [*] (["*"]) calendar [*] period during the Term (each a "Repeated SLA Failure"), excluding any calendar [*] for which a grace period applies. Notwithstanding the foregoing, this provision shall not apply to Repeated SLA Failures with respect to "Non- Termination Right Service Levels," if indicated as such on Exhibit A.

[Exhibits A and B follow immediately]

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Exhibit A to Schedule 1-C

I. Service Levels for Which Servicer is Responsible:

<u>Service Level</u>	<u>Definition</u>	<u>Defect Definition</u>	<u>Calculation</u>	<u>Target %</u>	<u>Default %</u>	<u>Comments</u>
1. Authorizations	Percentage of Availability of the Authorization System	[*]	[*]	[*]%	[*]%	[*]
2. IVR Availability	Percentage of Availability of the Bank IVR	[*]	[*]	[*]%	[*]%	[*]
3. Call Response Timeliness	Percentage of calls answered by a live representative in 120 seconds	[*]	[*]	[*]%	[*]%	[*]
4. Call Abandonment	Percentage of calls abandoned while waiting for a live customer service representative	[*]	[*]	[*]%	[*]%	[*]
5. Call Quality	Percent of calls meeting mutually (by Bank and Green Dot) agreed upon quality standard for an acceptable call, per mutually agreed call quality review form	[*]	[*]	[*]%	[*]%	[*]

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<u>Service Level</u>	<u>Definition</u>	<u>Defect Definition</u>	<u>Calculation</u>	<u>Target %</u>	<u>Default %</u>	<u>Comments</u>
6. New Cardholder Set Up Accuracy [Fields covered: Name, address, and SSN]	Percentage of new Cardholder accounts that contain an error.	[*]	[*]	[*]%	[*]%	[*]
7. New Cardholder Card Production Accuracy	Measure of the accuracy of Permanent Prepaid Card production services including plastics, embossing, graphics/thermal prints, inserts, card mailers, activation stickers, envelope and PIN mailer	[*]	[*]	[*]%	[*]%	[*]
8. New Cardholder Card Production Timeliness	Timeliness of Permanent Prepaid Cards being embossed and put into the mail system	[*]	[*]	[*]% within [*]	[*]% within [*]	[*]
9. Customer Website Access	Percentage of Available Use time for Walmartprepaid.com	[*]	[*]	[*]%	[*]%	[*]

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<u>Service Level</u>	<u>Definition</u>	<u>Defect Definition</u>	<u>Calculation</u>	<u>Target %</u>	<u>Default %</u>	<u>Comments</u>
10. Prepaid Card Fee Accuracy	The percentage of accurate assessment of all Prepaid Card Fees	[*]	[*]	[*]%	[*]%	[*]
11. Customer Satisfaction Survey	The percentage of Cardholders who are satisfied as indicated by results of mutually agreed (by Bank and Servicer/Green Dot) satisfaction survey. [Survey to be performed 2X per year]	[*]	[*]	[*]%	[*]%	[*]
N.B.:	The Call Response Timeliness and Call Abandonment SLAs shall not apply during the [*] following the [*] if during such period the sale of Cards at participating Bank Client stores averages greater than [*] per participating store.					

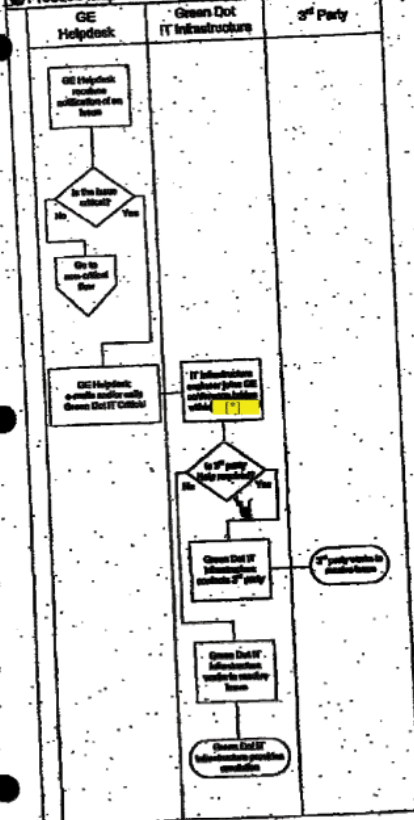
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II. II. Service Levels for which Bank is responsible:

<u>SLA</u>	<u>Definition</u>	<u>Defect Definition</u>	<u>Calculation</u>	<u>Target %</u>	<u>Default %</u>	<u>Comments</u>
8.1 Intermediary Services: Data Transmissions From Bank Client to Servicer	Timely and accurate transmission of GD Transaction Data from Bank Client to Servicer	Transmission of GD Transaction Data from Bank Client to Servicer not accurate or not sent by Bank to Servicer within 1 second after receiving same from Bank Client.	[*]	[*]%	[*]%	[*]
8.2 Intermediary Services: Data Transmissions From Bank to Bank Client	Timely and accurate transmission of GD Transaction Data from Bank to Bank Client	Transmission of GD Transaction Data from Bank not accurate or not sent by Bank to Bank Client within 1 second after receiving same from Servicer	[*]	[*]%	[*]%	[*]

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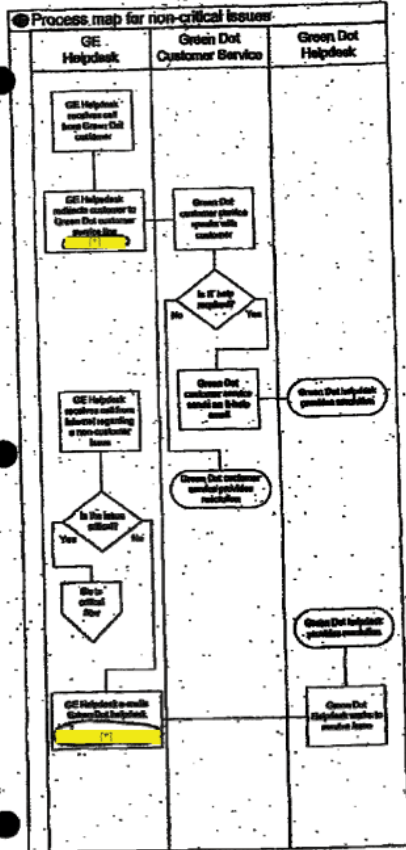
Process map for critical issues



Green Dot IT Critical
[redacted]

Critical Issues are defined as issues which affect 2 or more work facilities
Critical issues include all infrastructure staff including CTO

Resolution Critical
Call [redacted]
Call [redacted]
Call [redacted]



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SCHEDULE 1-D

SERVICING FEES

1. Right to Program Revenues. Bank shall be entitled to (i) all fees payable by and actually collected from Cardholders under the terms of the Cardholder Agreement, (ii) all interchange income payable under the Network Rules to the issuer of the Cards, (iii) all fees paid by Bank Client in respect of reloads associated with check cashing (as described in Section 3(d)), and (iv) all amounts payable by a Network to Bank under a special arrangement between Bank and the Network, other than amounts described in the second sentence of Section 3 below. For clarity, Bank and/or the Bank Client shall be entitled to all fees charged to Cardholders upon sale of the Cards, including at Bank Client locations. All fees and income described in this Section 1 shall hereinafter be referred to as the "Program Revenue".

2. Servicing Fee. The Servicing Fee payable by Bank to Servicer shall be the Base Servicing Fee determined under Section 3 less the Servicing Fee Rebate (if any) determined under Section 5.

3. Amount of Base Servicing Fee. The "Base Servicing Fee" shall be the total of (a) the sum of the below amounts described in this Section 3 that are actually collected from Cardholders less (b) \$[*] for each reload to a Card at a non-Bank Client location (the "Non-Bank Client Reload Fee"). To the extent Bank offers any Card product to Wal-Mart other than a Wal-Mart-branded Visa card, the Parties agree [*].

- (a) [*] % of Initial Card Sale Fees for sales at Bank Client locations (Single Pak) (e.g., for a fee of \$8.94 collected from the Cardholder, Bank shall pay Servicer \$[*]).
- (b) [*] % of Initial Card Sale Fees for sales at Bank Client locations (Share Pak) (e.g., for a fee of \$12.94 collected from the Cardholder, Bank shall pay Servicer \$[*]).
- (c) [*] % of Reload Fees at Bank Client locations (Non-Check Cashing) (e.g., for a fee of \$4.64 collected from the Cardholder, Bank shall pay Servicer \$[*]).
- (d) [*] % of \$[*] fee collected from Bank Client for each reload associated with Check Cashing (e.g. for a fee of \$0.25 collected from Bank Client, Bank shall pay Servicer \$[*]).
- (e) Reload-Direct Deposit: N/A
- (f) [*] % of ATM Withdrawal Fees (domestic) (e.g., for a fee of \$1.95 collected from the Cardholder, Bank shall pay Servicer \$[*]).
- (g) [*] % of ATM Withdrawal Fees (international) (e.g., for a fee of \$3.50 collected from the Cardholder, Bank shall pay Servicer \$[*]).

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- (h) [*] % of ATM Balance Inquiry Fees (e.g., for a fee of \$0.75 collected from the Cardholder, Bank shall pay Servicer \$[*]).
- (i) Negative Balance Fee: N/A
- (j) [*] % of Special Assistance Fees (e.g., for a fee of \$2.00 collected from the Cardholder, Bank shall pay Servicer \$[*]) (waived if >[*] load balance).
- (k) [*] % of Lost/Stolen Card Replacement Fees (e.g., for a fee of \$8.94 collected from the Cardholder, Bank shall pay Servicer \$[*]).
- (l) [*] % of Second Card Fees for Permanent PL Cards (e.g., for a fee of \$8.94 collected from the Cardholder, Bank shall pay Servicer \$[*]).
- (m) [intentionally omitted]
- (n) [*] % of Reload Fees for non-Bank issued cards reloaded at Bank Client Locations (e.g., for a fee of \$4.64 collected from the Cardholder, Bank shall pay Servicer \$[*])
- (o) [*] % of Paper Statement Card Fees (e.g., for a fee of \$2.00 collected from the Cardholder, Bank shall pay Servicer \$[*]).
- (p) [*] % of Cash Advance Card Fees (e.g., for a fee of \$3.50 collected from the Cardholder, Bank shall pay Servicer \$[*]).
- (q) Account Closure Fee: N/A
- (r) PIN Debit Purchase Fee: N/A
- (s) Signature Purchase Fee: N/A
- (t) Fee for Cash Back on Purchase at POS: N/A
- (u) [*] % of Monthly Maintenance Fees (e.g., for a fee of \$4.94 collected from the Cardholder, Bank shall pay Servicer \$[*]) (waived if >[*] load balance).
- (v) [*] % of International Transactions (e.g., for a fee of 2.00% of the Transaction amount collected from the Cardholder, Bank shall pay Servicer [*]% of such amount).
- (w) All Network fees earned on Cards (e.g., interchange), except for [*]bps on all PIN and Signature Transactions (the "Additional BPS") and [*] fees payable to Bank under a special arrangement with a Network, provided, however, that the Additional BPS shall exclude the portion of Wal-Mart transaction volume in excess of [*]% of total transaction volume, and further, provided, that interchange fees earned by Bank shall be subject to audit by Servicer.

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(x) [*] % Expedited Card Delivery Fee (e.g., for a fee of \$19.95 collected from the Cardholder, Bank shall pay Servicer \$[*]).

4. **Payment of Base Servicing Fee.**

- (a) Servicer shall provide Bank with a monthly statement no later than [*] ([*]) [*] after the end of such calendar month showing the calculation of the Base Servicing Fee payable by Bank for each calendar month during the term of the Wal-Mart Program. Bank shall pay such Base Servicing Fee no later than [*] ([*]) [*] after receipt of such statement, to the extent not otherwise deducted by Servicer in Section 4(b) below.
- (b) Upon providing such statement, Servicer may deduct the portion of the Base Servicing Fee from Program Revenue held by Servicer on behalf of Bank as part of providing Services under the Agreement.

5. **Servicing Fee Rebate.**

- (a) On or before [*] ([*]) [*] after the end of each calendar quarter during the term of the Wal-Mart Program (the "Quarterly Calculation Date"), Servicer shall pay to Bank a rebate on the Servicing Fee that Bank paid to Servicer for the previous calendar quarter under Section 2 ("Servicing Fee Rebate") equal to the amount (if any) that the Minimum Bank Program Revenue exceeds the Actual Bank Program Revenue.
- (b) "Actual Bank Program Revenue" means the gross amount of (i) Program Revenue during the previous calendar quarter, which amount shall be subject to audit by Servicer plus (ii) the Non-Bank Client Reload Fee plus (iii) Bank's share of [*], less the sum of (i) Base Servicing Fees paid by Bank to Servicer pursuant to Section 2 for such calendar quarter, and (ii) amounts payable by [*] to [*] with respect to such fees collected from Cardholders for such calendar quarter.
- (c) "Minimum Bank Program Revenue" means the sum of the following amounts:

<u>Net Profit Margin</u>	<u>Until 12/31/2008</u>	<u>After 12/31/2008</u>
[*]-[*]%	[*]% of Net Profit	[*]% of Net Profit
[*]-[*]%	[*]% of portion of Net Profit between [*] and [*]% Net Profit Margin, [*]% of portion of Net Profit in excess of [*]% Net Profit Margin	[*]% of portion of Net Profit between [*] and [*]% Net Profit Margin, [*]% of portion of Net Profit in excess of [*]% Net Profit Margin
Greater than [*]%	[*]% of portion of Net Profit between [*] and [*]% Net Profit Margin, [*]% of portion of Net Profit between [*] and [*]% Net Profit Margin, [*]% of portion of Net Profit in excess of [*]% Net Profit Margin	[*]% of portion of Net Profit between [*] and [*]% Net Profit Margin, [*]% of portion of Net Profit between [*] and [*]% Net Profit Margin, [*]% of portion of Net Profit in excess of [*]% Net Profit Margin

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(d) "Net Profit" means, with respect to any calendar quarter, Servicer's Program Revenues less Servicer's Program Expenses, which amount shall be determined in accordance with GAAP and subject to audit by Bank. Net Profit Margin means, with respect to any calendar quarter, the Net Profit divided by the Servicer Program Revenues.

- i. Servicer Program Revenues shall equal the Base Servicing Fee.
- ii. Servicer Program Expenses shall be the sum of the following:
 - a. All [*] costs attributable to the Wal-Mart program, including, but not limited to:

- i. [*]
- ii. [*]
- iii. [*]
- iv. [*]
- v. [*]
- vi. [*]
- vii. [*]
- viii. [*]
- ix. [*]
- x. [*]
- xi. [*]

- b. An allocation of Servicer's [*], [*] and [*], and [*]. These expenses will be allocated to the Program based on the ratio of Program Revenues to Servicer's Total Revenues.

6. **Bank Assumed Expenses.** Servicer shall provide Bank with a monthly statement showing any Bank Assumed Expenses payable by Bank for each calendar month during the term of the Wal-Mart Program no later than [*] ([*]) [*] after the end of such calendar month. Bank shall pay the amount of such invoice on terms of net [*]. Bank Assumed Expenses are as follows: (1) all costs that result from fraud, gross negligence or willful misconduct of Bank Client or its employees that is facilitated by information or a device obtained by an employee in connection with his or her employment, and (2) costs and expenses associated with the [*].

7. **Other.** [*] is responsible for all issuer side losses with respect to the Wal-Mart Program.

8. **Wal-Mart Program Payments.**

(a) Bank shall promptly forward all amounts paid by Wal-Mart in respect of the Triparty Agreement for Prepaid Card Shrinkage and fraud recovery and [*]% of the Early Termination Fee to Servicer. Prepaid Card Shrinkage and the Early Termination Fee are defined in the Triparty Agreement.

(b) Any amounts paid by Wal-Mart to Bank as a result of (i) a conversion as described in Section 1.10 of the Triparty Agreement, (ii) reissuance of customer identification cards as described in Section 2.4 of the Triparty Agreement, (iii) Program Expenses as defined in Section 3.1(d) of the Triparty Agreement, (iv) any indemnification obligation of Wal-Mart as described

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in the Triparty Agreement, (v) the Program Marketing Fund as described in Section 7 of the Triparty Agreement, and (vi) any similar payment from the Triparty Agreement which serves as a reimbursement by Wal-Mart of costs incurred in connection with the Wal-Mart Program shall be allocated between the Parties in respect of the costs or expenses incurred by the Parties.

9. Funds Flow. The Parties acknowledge and agree that the percentages reflected in Section 3 of this Schedule 1-D reflect the net percentages of amounts to be earned by Servicer in respect of the Wal-Mart Program. The Parties agree that, within one (1) week of the date hereof, they shall meet to resolve and amend this Schedule 1-D to accurately reflect the contractual payment obligations under the Triparty Agreement and the flow of funds between the Parties.

SCHEDULE 1-E
REPORTING PACKAGE

Reports		
Negative Match Report	On-Time	
Multiple Cards Report	On-Time	
Authorization Details	Late	(12 pm CST)
Balance Inquiries on accounts not activated	Late	(12 pm CST)
Blocked account balances	Late	(12 pm CST)
ATM Decline Details	Late	(12 pm CST)
API Declines/Approvals	On-Time	
High Account balance	Late	(12 pm CST)
Multiple Loads by SSN/Other ID	On-Time	
Credit Rating Information	Late	(12 pm CST)
Merchant Credits	Late	(12 pm CST)
Total Posted Transactions	Late	(12 pm CST)
Lost/Stolen Report	On-Time	
Total Overdrafts	Late	(12 pm CST)
Direct Deposit ACH Transactions Over \$1000	Late	(8 am CST- constrained by Fed files becoming available at 7:30am CST)
Direct Deposit ACH Reject and Return Report	Late	(8 am CST- constrained by Fed files becoming available at 7:30am CST)
Activation Report	On-Time	
Sales Invoices	On-Time	
Monthly Cardholder Refund Reimb. Invoice	On-Time	
Monthly Settlement/Total Fees	On-Time	
Monthly Interchange Settlement	On-Time	
Reconciliation/Activity File	On-Time	
Daily Marketing Report Detail (Sales, Loads, Reloads)	Late	(7 am CST)
Daily Marketing Report Detail (Activations)		(12 pm CST)
Daily Marketing Report Detail Purchases and Withdrawals-Card Usage)		(12 pm CST)
Weekly Top 5 Merchant/MCC	Late	(12 pm CST)
Monthly Marketing Report Detail	Late	(12 pm CST)
Compliance Reports	Late	Kristina Lockwood and Josh Kellam have discussed and agreed on timing

SCHEDULE 1-F

SETTLEMENT TERMS FOR INTERMEDIARY SERVICES

Servicer and Bank agree that the following shall apply with respect to settlement of Bank Client Reloads and GD Transaction Funds.

1. Bank shall be responsible for obtaining from Bank Client any transaction data relating to Bank Client Reloads ("Bank Client Reload Data") and GD Transaction Data in accordance with the terms of the agreement between Bank and Bank Client.
2. Bank shall submit all Bank Client Reload Data and GD Transaction Data to Servicer and Servicer shall prepare a settlement statement for Bank to provide to Bank Client ("Bank Client Settlement Statement"), which shall show the net amount owing by Bank Client with respect to such Bank Client Settlement Data.
3. The net amount shown on the Bank Client Settlement Statement shall be determined by taking the gross amount of Bank Client Reloads and GD Transaction Funds and subtracting amounts payable by Bank to Bank Client with respect to Bank Client Reloads (as identified by Bank for Servicer) and by Servicer to Bank Client with respect to GD Transaction Funds (as provided in the agreement between Servicer and Bank Client).
4. Servicer shall provide Bank with a Bank Client Settlement Statement with respect to any Bank Client Reload Data and GD Transaction Data provided by Bank to Servicer no later than [*] after Bank provides such data to Servicer.
5. Bank shall submit the Bank Client Settlement Statement to the Bank Client and shall obtain payment from the Bank Client with respect to amounts owing by the Bank Client on such statement. Notwithstanding the foregoing, the parties acknowledge that Bank shall not be responsible for amounts payable by the Bank Client to Servicer with respect to the GD Transaction Funds except as expressly provided in this Agreement.
6. Bank shall forward amounts received from the Bank Client with respect to a Bank Client Settlement Statement to Servicer's bank on the [*] of receipt of such amounts from the Bank Client. The parties acknowledge that Servicer's bank initially shall be Columbus Bank & Trust Company, although Servicer may change such bank with the prior written approval of Bank, which approval shall not be unreasonably withheld or delayed.
7. Servicer shall cause Servicer's bank to pay to Bank the total amount of any Bank Client Reloads paid by Bank to Servicer's bank on the [*] Servicer's bank receives any Bank Client Reloads from Bank, subject to Servicer identifying such funds as Bank Client Reloads.
8. Amounts transferred by Bank to Servicer's bank with respect to GD Transaction Funds relating to the Cards issued by Bank shall be funded to Bank in accordance with the agreement between Bank and Servicer under which Bank's Cards participate in the Green Dot network after the Cardholder notifies Servicer that the load transaction involves Bank's Card.

* **Confidential Treatment Requested.**

EXHIBIT A

INTEGRITY POLICY

SHARING THE COMMITMENT TO INTEGRITY —YOUR
RESPONSIBILITIES WHILE ON A GE ASSIGNMENT

- The following information is an overview of GE's integrity policies for service providers to GE. It is not intended to create any right to employment with GE, nor is it intended to create any other rights (e.g., contractual, third-party beneficiary, etc.) on behalf of any party other than GE.

GE's Code of Conduct:

GE's Code of Conduct states the broad principles supporting its ethical commitment. The Code calls for individuals to:

- o Obey the applicable laws and regulations governing business conduct worldwide.
- o Be honest, fair and trustworthy in all of your GE activities and relationships.
- o Avoid all conflicts of interest between work and personal affairs.
- o Foster an atmosphere in which fair employment practices extend to every member of the diverse community.
- o Strive to create a safe workplace and to protect the environment
- o Through leadership at all levels, sustain a culture where ethical conduct is recognized, valued and exemplified by all workers on GE assignments.

GE INTEGRITY POLICIES

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Improper Payments

Employees and other workers on GE assignments should not offer anything of value to obtain any improper advantage in selling goods and services, conducting financial transactions or representing the company's interests to governmental authorities. All countries prohibit the bribery of their own public officials, and many also prohibit the bribery of officials of other countries. GE's policy goes beyond these laws and prohibits improper payments in all company activities, both with governments and in the private sector.

- Never give, offer, or authorize the offer, directly or indirectly, of anything of value (such as money, goods or a service) to a customer or government official to obtain any improper advantage.
- Never give a gratuity or other payment to government officials or employees to expedite a routine administrative action without consulting with GE legal counsel. If such a "facilitating payment" is made, make sure it is clearly and accurately reflected in financial reports.
- Never contribute funds or other assets on behalf of GE for political purposes without first obtaining the appropriate approvals.

International Trade Controls

Many countries regulate international trade transactions, such as imports, exports and international financial transactions, for a variety of reasons, including national security and foreign policy. In addition, the United States prohibits any cooperation with boycotts against countries friendly to the United States or against firms which may be "blacklisted" by certain groups or countries.

- If the duties you perform for GE involve international business, learn and follow the GE procedures regarding international transactions, as well as the laws that govern international trade.
 - Do not participate in transactions (including services) prohibited by U.S. law, or applicable local laws.
 - Do not cooperate with any restrictive trade practice or boycott prohibited or penalized under U.S. or applicable local laws. Make sure you tell your manager about all boycott-related requests, including requests for information.
 - Advise GE legal counsel or consult with your manager about any transaction in which a conflict arises between U.S. law and the law of another country or region, such as
-

the laws blocking certain U.S. restrictions adopted by Canada, Mexico and the members of the European Union.

Money Laundering Prevention

People who are involved in criminal activity (for example, narcotics trafficking, bribery, fraud) may try to “launder” the proceeds of their crimes to hide them or to make those proceeds appear legitimate.

More than 100 countries now have laws against money laundering which prohibit the acceptance or processing of the proceeds of criminal activities.

GE is committed to complying fully with all applicable anti-money laundering laws throughout the world. GE will conduct business only with reputable customers who are involved in legitimate business activities and whose funds are derived from legitimate sources.

GE’s integrity and reputation can be severely damaged by failing to detect those customer relationships and transactions that place us at risk.

- Comply with all applicable laws that prohibit money laundering and that require the reporting of cash and other suspicious transactions.
- Learn to identify and carefully watch for warning signs that may indicate money laundering or other illegal activities or violations of GE policies (e.g., multiple money orders or travelers checks, large amounts of cash or checks on behalf of an unknown third party).
- If you encounter a warning sign, raise your concern with GE legal counsel or your manager and be sure to resolve your concern promptly before proceeding further with the transaction. Resolution should include management review and should be well documented.

Privacy

In our increasingly information-based society, individual consumer, medical, financial, and other sensitive personal information must be adequately protected. GE is committed to protecting personal information that we collect from or maintain about individual consumers. All individuals and service providers assigned to GE must take care to protect individually identifiable consumer information and other sensitive personal information from inappropriate or unauthorized use or disclosure.

- Comply with all applicable privacy and data protection laws, regulations and treaties.
 - Do not acquire, use or disclose individual consumer information in ways that are inconsistent with GE policy or with applicable laws or regulations.
 - If you have access to individual consumer information, use that information only for authorized business purposes.
 - Consult with your manager or GE legal counsel before establishing or updating any system, process or procedure to collect, use, disclose or transmit individual consumer information, medical or financial records, or other sensitive personal information.
-

Supplier Relationships

GE bases its relationships with suppliers on lawful, efficient and fair practices. We also expect GE suppliers to adhere to applicable legal requirements in their business relationships, including those which pertain to employees, their local communities and GE. The quality of GE's supplier relationships often has a direct bearing on the quality of the Company's customer relationships. Likewise, the quality of GE's suppliers' products and services affects the quality of GE's own products and services.

- Do business only with suppliers who comply with local and other applicable legal requirements and any additional GE standards relating to labor, environment, health and safety, intellectual property rights and improper payments.

Working with Governments

GE is committed to conducting its business with all governmental representatives with the highest ethical standards and in compliance with applicable laws and regulations, including the special requirements associated with government transactions.

- Abide by applicable laws and regulations, with particular emphasis on those special requirements associated with government contracts and transactions.
- Be truthful and accurate when dealing with government officials and agencies.
- Avoid even the appearance of improper conduct in dealing with government representatives.

Complying with the Competition Laws

GE is dedicated to compliance with the competition laws in all of its activities. Competition law issues may be very complex. As such issues arise, you should review this policy and discuss any issues with your manager or GE legal counsel.

- Comply with all applicable competition laws, policies and treaties, as well as competition law decrees, orders and undertakings affecting GE.
- Never discuss prices, costs, profit margins or other competitive topics with a representative of a GE competitor, or propose or make an agreement with a competitor relating to any aspect of the competition, without prior approval of GE legal counsel.
- Do not propose or enter into any agreements or understandings with customers which restrict the price or other terms at which the customer may resell or lease any product or service to a third party.
- Avoid creating the appearance of improper agreements or understandings, whether the contact is written, in person, or electronic. Communications with competitors should be kept to a minimum. Make sure there is a legitimate business reason for all such communications.
- Consult with your manager or GE legal counsel in connection with any business arrangement that could raise competition law issues.

Environment, Health & Safety

GE is committed to achieving environmental, health and safety (EHS) excellence. GE will strive to provide a safe and healthy working environment and to avoid adverse impact and injury to the

environment and the communities in which we do business. Company programs must combine clear leadership by management, the participation of all employees and service providers, and the use of appropriate technology in developing, creating and distributing GE programs, products and services.

- Comply with all relevant EHS laws and regulations.
- Create and maintain a safe working environment and prevent workplace injuries.
- Respect the environmental rights and interests of GE's neighbors.

Fair Employment Practices

GE is committed to fair employment practices and to following the applicable labor and employment laws wherever it operates. That includes observing those laws that pertain to freedom of association, privacy, recognition of the right to engage in collective bargaining, the prohibition of forced, compulsory and child labor, and those laws that pertain to the elimination of any improper employment discrimination. During your assignment with GE, you will be expected to:

- Extend equal treatment to all individuals without regard to race, color, religion, national origin, sex (including pregnancy), sexual orientation, age, disability, veteran status or other characteristics protected by law.
- Maintain a work environment free of improper harassment, such as harassment directed at a person because of his or her race, religion, sex, etc.
- If a conflict arises between the requirements of this policy and the laws, customs or practices of a particular area, consult with your manager and GE legal counsel to determine the most appropriate course of action. Likewise, you can expect to be treated in accordance with these standards.

Conflicts of Interest

GE recognizes and respects that individuals assigned to work at GE and others representing GE may take part in legitimate financial, business and other activities outside their jobs. However, those activities must be lawful and free of conflicts with the responsibilities of your GE assignment. You must not misuse GE resources or influence, or discredit GE's good name and reputation while on assignment with GE.

The effectiveness of this policy depends in large part on your cooperation in disclosing any situations that may be contrary to the intent of the policy and the ethical standards that it expresses.

- Avoid actions or relationships which might conflict or appear to conflict with your job responsibilities or the interests of GE.
- Do not misuse GE resources, intellectual property, time or facilities (including office equipment, e-mail, and computer applications).
- If you are an officer or director with a non-GE business and you could influence GE's dealings with that business, you must bring it to GE's attention.

If a potential conflict of interest involves you, report it in writing to your primary GE contact.

Controllership

Controllership comprises three vital elements: (1) compliance with applicable laws, regulations and company policies, (2) rigorous business processes to ensure that management decisions are based on sound economic analysis (including a prudent consideration of risks), and that GE's physical, financial and intellectual property assets are safeguarded and optimally employed; and (3) integrity in communications to ensure timely and accurate reporting of actual and forecasted financial information. Through the unwavering commitment of controllership by GE employees and other individuals working on behalf of GE, we create an environment in which we can all take pride.

- Follow all company accounting, reporting and control procedures, as well as all generally accepted accounting principles, standards, laws and regulations for accounting and financial reporting of transactions, estimates and forecasts.
- Maintain complete, accurate and timely records and accounts to reflect all business transactions, including travel and living expense reports, invoices and time sheets.
- Protect the security of company assets and the confidentiality of company information. Do not release GE records outside the company unless specifically authorized by GE management.
- Allow company auditors access to records you maintain while on your GE assignment.

Insider Trading or Dealing & Stock Tipping

GE is committed to fair and open markets for publicly traded securities throughout the world. We have established standards of conduct for individuals who obtain material or price-sensitive non-public information (inside information) through their work for GE. Insider trading, insider dealing and stock tipping are criminal offenses in most countries where GE does business. Company policy requires not only full compliance with applicable laws, but also avoiding even the appearance of insider trading, insider dealing or tipping.

Insider trading or dealing means personally buying or selling stock or other securities of any company while in possession of inside information about the company. Stock tipping means disclosing inside information about a company — for example, to a relative, colleague or friend — to enable the person to buy or sell stock or other securities of the company on the basis of such information.

- Never buy or sell the stock or securities of a company while you have inside information about the Company.
 - Never recommend or suggest that anyone else buy, sell or retain the stock or other securities of any company while you have inside information about the company.
 - Never disclose inside information to anyone outside GE (including family members), except when such disclosure is needed to enable GE to carry on its business properly and effectively, and appropriate steps have been taken by GE to prevent the misuse of the information. Consult with your manager and GE legal counsel to determine if such disclosure is needed and is being undertaken in an appropriate manner.
-

Intellectual Property

Among GE's most valuable assets is its intellectual property — patents, trade secrets, trademarks, copyrights and other proprietary information. It is GE's policy to establish, protect, maintain and defend its rights in all commercially significant intellectual property and to use those rights in responsible ways. All service providers and other individuals assigned to GE must take steps to safeguard these assets.

In addition to protecting GE's intellectual property rights, GE respects the valid intellectual property rights of others. Unauthorized use of the intellectual property rights of others may expose GE to civil law suits and damages. In many countries, theft and misappropriation of trade secrets, proprietary information or other intellectual property may result in significant fines and criminal penalties to both GE and to the individual. New GE products, services (including e-commerce initiatives), processes and software, and any proposed use of the intellectual property of others, should be timely and reasonably reviewed for infringement.

- Identify and protect commercially significant GE intellectual property.
- Respect valid patents, trademarks, copyrighted materials and other protected intellectual property of others.
- Consult with GE legal counsel before:
- Soliciting, accepting or using proprietary information of others
- Disclosing GE proprietary information to third parties
- Permitting third parties to use GE intellectual property

If you have an individual contract or consulting agreement with GE, you may have further obligations concerning proprietary or confidential information. Please refer to your individual agreement for specific details.

Acknowledgment For GE Service Providers

I hereby acknowledge that I have received the document entitled: "Sharing the Commitment to Integrity; Your Responsibilities While On A GE Assignment." I understand that I am required to comply with the policies described herewith while on assignment at General Electric Company or any affiliate thereof (hereafter "GE").

Also, in consideration of my assignment at GE, I agree not to use, publish or otherwise disclose to anyone (except as my GE assignment may require), either during or after my assignment at GE, any confidential or proprietary information or data of GE, or any information or data of others which GE is obligated to maintain in confidence. I understand that any information, ideas, or inventions made or conceived by me while on my GE assignment are the property of GE.*

At the end of my assignment I agree to deliver to GE promptly all items which belong to GE, including, without limitation, all written and other materials which are of a confidential or a proprietary nature relating to the business of GE.

I understand that if I am unsure what information is considered proprietary or confidential, or if I am unsure of my obligations under this agreement, I will ask my primary GE contact for clarification.

I agree to report any policy concerns to the GE Business Integrity Helpline or to the GE Corporate Ombudsperson.

I confirm that I have no agreements with or obligations to others in conflict with the above.

Signature/Date _____

Name GE Assignment Location _____

Witness/Date _____

AMENDMENT TO CARD PROGRAM SERVICES AGREEMENT

This Amendment to Card Program Services Agreement ("Amendment"), dated as of July ____, 2007, is made by and between GE Money Bank, a federal savings bank ("Bank"), and Green Dot Corporation, a Delaware corporation ("Servicer"), and hereby amends that certain Card Program Services Agreement, dated as of October 27, 2006, by and between Bank and Servicer (the "Services Agreement"). Capitalized terms used but not defined herein shall have the same meaning ascribed to them in the Services Agreement. Bank and Servicer may be collectively referenced hereinafter as the "Parties."

WITNESSETH:

Whereas, Bank and Servicer are parties to the Services Agreement pursuant to which Servicer provides Bank certain services in connection with an initial prepaid card Program offered by Bank; and

Whereas, the Services Agreement contemplates that the Parties might amend and supplement the Services Agreement to reflect Servicer's agreement to also provide services in connection with additional prepaid card Programs; and

Whereas, Bank and Servicer desire to amend the Services Agreement to clarify the manner in which additional Programs may be added to the Services Agreement; and

Whereas, Bank and Servicer desire to amend and supplement the Services Agreement to add an additional Program for which Servicer shall provide services to Bank.

Now, Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the Parties, Bank and Servicer agree as follows:

I. Changes to Procedure For Adding a New Program.

A. Background. Certain terms and conditions of the initial Program subject to the Services Agreement are set forth in a series of schedules referenced as Schedules 1-A (Description of Program), 1-B (Description of Services), 1-C (Service Level Agreement), 1-D (Servicing Fees), 1-E (Reporting Package) and 1-F (Settlement Terms for Intermediary Services). The Services Agreement provides that one or more additional Programs may be added to the Services Agreement upon mutual agreement of the Parties by adopting a new series of such Schedules for each such new Program (e.g., Schedules 2-A (Description of Program), 2-B (Description of Services), 2-C (Service Level Agreement), 2-D (Servicing Fees), 2-E (Reporting Package) and 2-F (Settlement Terms for Intermediary Services)).

B. Changes to Procedure and Clarification Regarding Wal-Mart Program.

1. The Parties acknowledge that Schedules 1-B (Description of Services), 1-C (Service Level Agreement), and 1-F (Settlement Terms for Intermediary Services) (collectively the "Selected Program 1 Schedules") are likely to be applicable, for the most part, to subsequent Programs added to the Services Agreement.
2. Notwithstanding Article II of the Services Agreement, the Parties agree that the Selected Program 1 Schedules shall apply to each new Program added to the Services Agreement by mutual agreement of the Parties in writing, except: (a) that the changes to the Selected Program 1 Schedules set forth in Article II of this Amendment shall apply to each new Program added to the Services Agreement, and (b) to the extent that the Parties otherwise mutually agree in writing to changes to the Selected Program 1 Schedules for a new Program when such new Program is added to the Services Agreement.
3. Notwithstanding Article II of the Services Agreement, the Parties agree that they shall adopt a new Schedule A (referenced as "Program number"-A), a new Schedule D (referenced as "Program number"-D), and a new Schedule E (referenced as "Program number"-E) for each new Program added to the Services Agreement.
4. Schedules A and D for a new Program shall describe the aspects of such program that are described for the Meijer Program in the Schedules A and D adopted pursuant to Article III of this Amendment.
5. For purposes of Schedule D for a new Program, unless otherwise agreed upon by the Parties, the Parties shall continue the same practices in the new Program with respect to the Party that charges a fee to a consumer and the Party that pays the Bank Client a commission as in connection with the Wal-Mart Program. However, instead of these arrangements being set forth in a Triparty Agreement, as in the case of the Wal-Mart Program, they shall be set forth in separate agreements between Bank and Bank Client and Green Dot and Bank Client, as applicable.
6. The Parties acknowledge that under the Parties' practices for the Wal-Mart Program with regard to who charges fees and pays commissions, as referred to in Section I.B.5., are as follows:
 - a. Bank imposed and collected fees for the initial issuance of a Temporary Card, POS Loads to the Permanent Cards at Wal-Mart stores, ATM withdrawal and balance inquiries, Second Card Fees, Monthly Maintenance Fees, Teller Cash Transactions and other "Miscellaneous Customer Services" (i.e., fees for special customer assistance, replacement of lost/stolen Cards, replacement fees, paper statements, international transactions and expedited card delivery) (collectively, "Bank Fees").

b. Green Dot, as operator of the Green Dot Network, imposed and collected fees in connection with POS Loads to non-Bank issued cards at Bank Client and the sale of MoneyPaks sold at Bank Client (collectively, "Green Dot Fees").

c. Bank paid commissions to Wal-Mart with respect to Initial Card Fees and Second Card Fees.

d. Green Dot paid commissions to Wal-Mart with respect to POS Loads (to both Bank and non-Bank issued cards) and sales of MoneyPaks at Bank Client Stores.

7. The Parties acknowledge that Green Dot's obligation to pay Other Expenses under the Servicing Agreement with respect to the Wal-Mart program, include, without limitation, the obligation to make contributions to the marketing fund required under Section 7.2(b) of the Triparty Agreement.

8. The Parties agree that if a Permanent Card issued in the Wal-Mart program is loaded through a MoneyPak or POS Reload sold at a non-Wal-Mart store and Bank is entitled to receive compensation from Servicer in connection with such sale under an arrangement relating to loads at such non-Wal-Mart store (i.e., if the MoneyPak or POS Reload was purchased at a store operated by a Bank Client other than Wal-Mart), then Bank shall receive either (i) [*], or (ii) [*].

C. References to Selected Program 1 Schedules. In Articles II and III of this Amendment, and any subsequent amendment, Schedules 1-B, 1-C, and 1-F shall be referred to as Schedules B, C, and F, respectively.

II. Changes to Selected Program 1 Schedules for New Programs

A. General. The Parties agree that, subject to the provisions of Article III for the new Program added to the Services Agreement pursuant to this Amendment and such other modifications as may be agreed upon when other Programs are added, the changes described in this Article II shall apply to the Selected Program 1 Schedules as attached to the Services Agreement with respect to each such new Program.

B. All Schedules. All references in the Selected Program 1 Schedules to the following terms shall be changed as follows when such schedules are applied to a new Program.

1. The term "Visa" shall be changed to "Signature Card Network," and the term "Signature Card Network" shall mean the payment card network(s) in which the Cards participate for signature-based transactions as set forth in the Description of Program adopted by the Parties for the new Program.

2. The term "Interlink" shall be changed to "PIN Card Network," and the term "PIN Card Network" shall mean the payment card network(s) in which the

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Cards participate for PIN-based transactions as set forth in the Description of Program adopted by the Parties for the new Program.

3. References to "Wal-Mart" or any affiliate of Wal-Mart shall be changed to "Bank Client," and "Bank Client" shall mean the client of GEMB as set forth on the Description of Program adopted by the Parties for the new Program.

4. All references to "Wal-Mart Program" shall be changed to "Bank Client Program", and "Bank Client Program" shall mean all of the products and services provided or to be provided by Servicer to Bank under the Services Agreement with respect to the Bank Client described in the Description of Program adopted by the Parties for the new Program.

5. All references to the "Triparty Agreement," or any sections thereof, shall be changed to refer to the separate agreements and applicable sections of Bank and Bank Client and Servicer and Bank Client, as applicable, in connection with the new Program.

6. All references to a website address for Wal-Mart or the Wal-Mart Program shall be changed to refer to the website address for the Bank Client or Bank Client Program described in the Description of Program adopted by the Parties for the new program.

7. All references in a Schedule to any other Schedule shall refer to the other Schedule adopted for the new Program.

C. Schedule B (Description of Services). The Parties agree that the following changes shall be made to Schedule B when such schedule applies to a new Program.

1. Except as otherwise agreed to by the Parties, Section 1.6 (Soft Launch and Full Launch) shall be deleted. In addition, all references to "Soft Launch" and any related requirements or reductions in Services for such launch shall be deleted.

2. Section 5.4 (Plastic and Collateral Inventory Management) shall be revised so that the processes described in Exhibit A shall not apply to new Programs added to the Services Agreement.

3. Section 16.1 (Settlement Services) shall be amended to delete the requirement that the Networks shall necessarily include Visa and Interlink. The Networks for a Program shall be the Networks specified in the Description of Program adopted by the Parties.

4. Section 20.0 (Definitions) shall be revised by replacing the definitions for "Permanent Card" and "Temporary Card" in such Section with the following definitions:

a. "Temporary Card" shall mean a non-personalized, instant issue Card obtained by a consumer at the Bank Client's stores; and

b. "Permanent Card" shall mean the personalized Card issued to a consumer that replaces the Temporary Card after the consumer's request for the personalized Card is approved.

D. Schedule C (Service Level Agreement). The Parties agree that the following changes shall be made to Schedule C when such schedule applies to a new Program:

1. In Exhibit A, the references to a "[*]" in Service Levels 6, 7, and 8 shall be deleted.

III. Addition of Meijer Program as Second Program.

A. New Program. The Parties agree that the Meijer prepaid card program ("Meijer Program") shall be added to the Services Agreement, as amended by this Amendment, in accordance with the terms of this Article III.

B. Schedule A (Description of Program). The attached Schedule 2-A is hereby adopted as the Schedule A (Description of Program) for the Meijer Program.

C. Schedule B (Description of Services). The following changes to Schedule B shall apply with respect to the Meijer Program.

1. The Cards shall not include an 11 digit Cardholder identification number and all requirements with respect to such Cardholder identification number shall be inapplicable.

2. In Section 5.3.1.1.6, "6:00 PM Central" shall be replaced with "7:00 PM Eastern."

3. Exhibit A attached hereto (which describes the logistics and distribution processes for the Meijer Program) shall apply to such program in lieu of the Exhibit A attached to Schedule B for the Wal-Mart program.

4. Section 1.6 (Soft Launch) shall apply with respect to the Meijer Program as it relates to the following Services: Data Warehousing, transactional history FTP file (as described in Section 6.3) and fraud queuing (as described in Section 10.3).

D. Schedule C (Service Level Agreement). There are no changes to Schedule C for the Meijer Program.

E. Schedule D (Servicing Fees). The attached Schedule 2-D is hereby adopted as the Schedule D (Servicing Fees) for the Meijer Program.

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F. Schedule E (Reporting Package). The attached Schedule 2-E is hereby adopted as the Schedule E (Reporting Package) for the Meijer Program.

G. Schedule F (Settlement Terms for Intermediary Services). There are no changes to Schedule F for the Meijer Program.

IV. Miscellaneous.

A. Continuation. Except as expressly amended or supplemented hereby, the terms and conditions of the Services Agreement shall remain in full force and effect.

B. Inconsistency. In the event of any inconsistency between the terms of this Amendment and the Services Agreement, the terms of this Amendment shall control.

C. Counterparts. 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.

IN WITNESS WHEREOF, the Parties have executed this Amendment by their duly authorized representatives as of the date and year first above written.

GE MONEY BANK

GREEN DOT CORPORATION

By: /s/ Margaret M. Keane
Name: Margaret M. Keane
Title: SVP, GE Money Bank

By: /s/ Steven Streit
Name: Steven Streit
Title CEO

SECOND AMENDMENT TO CARD PROGRAM SERVICES AGREEMENT

This Second Amendment to Card Program Services Agreement ("Second Amendment"), dated as of October 31, 2007, is made by and between GE Money Bank, a federal savings bank ("Bank"), and Green Dot Corporation, a Delaware corporation ("Servicer"), and hereby amends that certain Card Program Services Agreement, dated as of October 27, 2006, by and between Bank and Servicer (the "Original Services Agreement") as amended by that certain Amendment to Card Program Services Agreement for the Meijer program ("First Amendment"). Capitalized terms used but not defined herein shall have the same meaning ascribed to them in the Original Services Agreement. Bank and Servicer may be collectively referenced hereinafter as the "Parties."

WITNESSETH:

Whereas, Bank and Servicer are parties to the Original Services Agreement pursuant to which Servicer provides Bank certain services in connection with an initial prepaid card Program offered by Bank; and

Whereas, the Original Services Agreement as amended by the First Amendment (as so amended, the "Services Agreement") contemplates that the Parties might amend and supplement the Services Agreement to reflect Servicer's agreement to also provide services in connection with additional prepaid card Programs; and

Whereas, Bank and Servicer desire to amend and supplement the Services Agreement to add an additional Program for which Servicer shall provide services to Bank.

Now, Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the Parties, Bank and Servicer agree as follows:

I. Subsection 4.12 of the Terms and Conditions of the Services Agreement is hereby amended by adding the following new subsection 4.12(f):

(f) [*] shall be responsible for all issuer side losses and expenses, except for [*] or as otherwise expressly provided in this Agreement. Servicer shall remit to [*], within a reasonable period of time after receipt of a written request, any fraud losses or other issuer losses or expenses for which [*] is responsible under this Agreement to the extent that [*] is not reimbursed for such losses or expenses from other sources (e.g., the proceeds of chargebacks [*]). [*] agrees that it shall use commercially reasonable efforts to assist [*] in pursuing any claims against any third party to recover such funds, including, without limitation, processing claims through any Network or working with law enforcement authorities.

* **Confidential Treatment Requested.**

II. Addition of Wal-Mart Visa Gift Card Program as the Third Program.

- A. New Program. The Parties agree that the Wal-Mart open network prepaid gift card program (“Wal-Mart Visa Gift Card Program”) shall be added to the Services Agreement as the third program in accordance with the terms of this Article I. Subsections 4.12(c) and 4.12(d) of the Services Agreement, the schedules to the Original Services Agreement set forth in connection with the first program, Articles II and III of the First Amendment and the schedules to the First Amendment set forth in connection with the second program shall not apply to the Wal-Mart Visa Gift Card Program.
- B. Schedule A (Description of Program). The attached Schedule 3-A is hereby adopted as the Schedule A (Description of Program) for the Wal-Mart Visa Gift Card Program.
- C. Schedule B (Description of Services). The attached Schedule 3-B is hereby adopted as the Schedule B (Description of Services) for the Wal-Mart Visa Gift Card Program.
- D. Schedule C (Service Level Agreement). The attached Schedule 3-C is hereby adopted as the Schedule C (Service Level Agreement) for the Wal-Mart Visa Gift Card Program.
- E. Schedule D (Servicing Fees). The attached Schedule 3-D is hereby adopted as the Schedule D (Servicing Fees) for the Wal-Mart Visa Gift Card Program.
- F. Schedule E (Reporting Package). The attached Schedule 3-E is hereby adopted as the Schedule E (Reporting Package) for the Wal-Mart Visa Gift Card Program.
- G. Schedule F (Settlement Terms for Intermediary Services). There shall be no Schedule F, and no Intermediary Services shall be provided, in connection with the Wal-Mart Gift Card Program.

III. Amendment of Wal-Mart Program Schedules.

- A. Schedule 1-A. Schedule 1-A of the Services Agreement is hereby amended to add the following item to Section 6:
“(x) Upgrade from the Wal-Mart Visa Gift Card described in Schedule 3-A to a Permanent Card issued under the program described in this Schedule 1-A: \$5.00”
 - B. Schedule 1-C. Schedule 1-C, Section 6. 1.1 is hereby amended to add the following:
“Notwithstanding anything to the contrary herein, Servicer shall not be responsible to Bank for a Service Level Failure attributable to customer service required by receipts issued by Wal-Mart to the same extent that Bank is not responsible to Bank Client for such failure as set forth in Wal-Mart Visa Gift Card Program Agreement, as the same may be amended from time to time.”
-

C. Schedule 1-D. Schedule 1-D is hereby amended as follows:

- (1) Section 1 is amended to include all fees and income from the Wal-Mart Visa Gift Card Program in the definition of "Program Revenue;"
- (2) Section 5 is hereby amended to add:
"(w) [*]% of the Upgrade from a Wal-Mart Visa Gift Card described in Schedule 3-A to a Permanent Card issued under the program described in Schedule 1-A"; and
- (3) Section 7 is hereby amended to add:
"(h) Any advances or economic concessions by Servicer to or for the benefit of Wal-Mart with respect to the Wal-Mart Visa Gift Card Program, other than advances expressly contemplated by the Bank's written agreement with Wal-Mart with respect to such program or as otherwise approved in advance, and in writing, by Bank in its sole discretion, [*] Servicer Program Expenses."
- (4) Section 7 is hereby amended to include the Wal-Mart Visa Gift Card Program in all references to the "Wal-Mart program." For clarity, [*] and [*] attributable to the Wal-Mart Visa Gift Card Program shall be included in the calculations to determine the Servicing Fee Rebate.
- (5) Schedule 1-D is hereby amended to add:
"11. The provisions of this Schedule 1-D relating to the Servicing Fee Rebate shall remain in full force and effect for as long as either the Wal-Mart Program set forth herein or the Wal-Mart Gift Visa Card Program set forth in Schedules 3-A through 3-E remains in effect."

IV. Miscellaneous.

- A. Continuation. Except as expressly amended or supplemented hereby, the terms and conditions of the Services Agreement shall remain in full force and effect.
- B. Inconsistency. In the event of any inconsistency between the terms of this Second Amendment and the Services Agreement, the terms of this Second Amendment shall control.
- C. Counterparts. This Second 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.

* **Confidential Treatment Requested.**

IN WITNESS WHEREOF, the Parties have executed this Second Amendment by their duly authorized representatives as of the date and year first above written.

GE MONEY BANK

By: /s/ Margaret M. Keane
Name: Margaret M. Keane
Title: Executive Vice President

GREEN DOT CORPORATION

By: /s/ Steven Streit
Name: Steven Streit
Title: CEO

SCHEDULE 3-A

DESCRIPTION OF PROGRAM

- I. Bank Client: Wal-Mart Stores, Inc., Wal-Mart Stores Texas L.P., Wal-Mart Louisiana, LLC, Wal-Mart Stores East, Inc., and Wal-Mart Stores East, L.P., (individually and collectively, "Bank Client" or "Wal-Mart").
- II. Networks:
- | | |
|-------------------------|------|
| PIN Card Network: | None |
| Signature Card Network: | VISA |
- III. Card Branding / Launch Date:
- | | |
|----------------|------------------------------------|
| Card Branding: | Co-branded Wal-Mart VISA gift card |
| Launch Date: | October 15, 2007 |
- IV. Manner of Holding Funds:
- A. Cards will access a pooled, general ledger account at Bank.
 - B. Funds credited to the Cards shall not be FDIC insured.
- V. Issuance: Instant issue, unembossed VISA gift card issued in pre-set denominations of \$50 or \$100 or other denominations as Bank and Wal-Mart may agree upon, or in variable amounts pursuant to a one-time load capability as Bank and Wal-Mart may agree upon, subject to Green Dot's prior consent and such consent shall not be unreasonably withheld, delayed or conditioned, that is issued and activated at Wal-Mart point-of-sale locations and that may be used in signature-based transactions.
- VI. Features and Functionality: The program (the "Wal-Mart Visa Gift Card Program") and the Cards shall have the features, functionality and/or capabilities as Bank may determine from time to time. As of the Launch Date, the Parties agree that Cardholders may use Cards to make purchases at any location that accepts debit Visa Cards for payment (excluding automated fuel dispensers) in the United States, excluding Puerto Rico and United States territories, in signature-based transactions. The website address for the Wal-Mart Visa Gift Card Program shall be <http://www.walmartgift.com>.
- VII. Bank Fees:
- A. Issuance Fee: \$3.94 for a \$50 denominated Card; \$5.44 for a \$100 denominated Card
 - B. Negative Balance Fee: \$0.00

- C. Live Phone Inquiry Fee: \$0.50 (such fee shall be waived in the event of a customer dispute)
- D. Monthly Maintenance Fee: \$0.94 (beginning in the thirteenth month (13th) after issuance and activation)
- E. Fee for Receiving a Check for the Remaining Card Balance: \$5.00
- F. Wal-Mart POS Balance Inquiry Fee: \$0.00
- G. IVR Balance Inquiry Fee: \$0.00
- H. Program Website Balance Inquiry Fee: \$0.00
- I. Replacement Card Fee (Lost/Stolen/Expired): \$5.00

VIII. Term of Wal-Mart Visa Gift Card Program. The Wal-Mart Visa Gift Card Program and this Schedule 3-A shall commence on the Launch Date set forth in Article III of this Schedule 3-A, and shall terminate upon the earlier of the termination of that certain Open Network Gift Card Program Agreement dated as of October 1, 2007 by and among Bank and Wal-Mart (the "Wal-Mart Visa Gift Card Program Agreement") or the general termination of the Services Agreement.

IX. Bank's Agreement with Wal-Mart. Bank agrees that:

- A. No change in any allocation of costs or liability between Bank and Wal-Mart in respect of the Wal-Mart Visa Gift Card Program, and no agreement to bear any additional costs or liability in respect of the Wal-Mart Visa Gift Card Program, which results in increased cost or liability to Servicer under the Servicing Agreement, shall be binding on Servicer unless Bank obtains Servicer's written approval to such change;
- B. The funds in the marketing fund established in connection with the Wal-Mart Visa Gift Card Program (the "Program Marketing Fund") shall be contributed towards the costs and expenses relating to: (i) in-store marketing items including, but not limited to, signage and displays (including, to the extent agreed upon in writing by Wal-Mart, shipping and delivery costs associated with such signage and displays); (ii) out of store marketing items including, but not limited to, advertising and related creative and production costs (including in each case, the cost of research, preparation, design, printing, customization, shipping and delivery of such marketing items); and (iii) the cost of Gift Card inventory lost through theft, obsolesce or other causes outside of Bank's control after delivery to any Wal-Mart location in excess of [*] ([*]%) of the production cost of the Gift Card inventory delivered to such locations. Notwithstanding the foregoing, Bank shall obtain Servicer's prior written approval before agreeing with Wal-Mart to any spending of monies from the Program Marketing Fund. In addition, Bank shall notify Servicer of meetings related solely to the marketing of the Wal-Mart Visa Gift Card as soon as such meetings are scheduled, and shall permit Servicer to participate in such meetings; and

* **Confidential Treatment Requested.**

C. In the event Bank exercises the termination rights set forth in Section 13.2(a) or Section 13.3(f) of the Wal-Mart Visa Gift Card Program Agreement, Bank shall reimburse Servicer for the actual unit cost of any unsold gift card inventory shipped to Wal-Mart.

X. Operational Matters.

- A. Bank agrees that it shall provide notice to Servicer of new inventory requests by Wal-Mart that it receives from Wal-Mart within 2 business days of receiving such request. Bank shall not, without Servicer's consent, make any changes to (a) the Operating Procedures of the Wal-Mart Visa Gift Card Program Agreement or (b) any other provision of the Wal-Mart Visa Gift Card Program Agreement which may have a material impact on Servicer's ability to provide Services under the Wal-Mart Visa Gift Card Program, including, without limitation, any service levels contained in such agreement.
- B. Bank agrees that it shall not, without Servicer's prior written consent, agree with Wal-Mart that any marketing copy, artwork or Promotional Materials (as such term is defined in the Wal-Mart Visa Gift Card Program Agreement) is specifically developed for Wal-Mart pursuant to Section 1.3(a) or Section 1.7 of the Wal-Mart Visa Gift Card Program Agreement.

XI. Right to Participate in Wal-Mart branded card products; Other Networks. Servicer shall have the right to participate in Bank's right of first refusal to be the program provider of Wal-Mart branded card products as set forth in Section 10.7 of the Wal-Mart Visa Gift Card Program Agreement. Bank shall not waive or modify any such right without Servicer's prior written consent. The Parties further agree that if Bank issues any Cards with any other Network pursuant to Section 1.8 of the Wal-Mart Visa Gift Card Program Agreement, Servicer shall service such Cards. Bank will not participate in a proposal submitted to Wal-Mart for a card product subject to such Section 10.7 without submitting a written request for proposal to Servicer for Servicer's participation in the card program. Servicer shall have the right, for ten (10) Business Days after receiving such a written request for proposal from Bank, to submit to Bank, in writing, Servicer's proposed terms and conditions of participation ("Servicer's Proposal") for such card program. The Parties shall use reasonable efforts to agree on the key economic terms of a definitive agreement within fifteen (15) Business Days from the date Servicer submits Servicer's Proposal. Upon agreement of such terms, such key economic terms shall be the basis of a proposal the Parties shall submit to Wal-Mart. The right to submit Servicer's Proposal, and to negotiate the key economic terms of a definitive agreement, shall be exclusive for the time periods described above. However, if Servicer does not deliver Servicer's Proposal in such time period or the Parties do not agree on the key economic terms of a definitive agreement in such time period, the exclusivity shall no longer apply and Bank may offer such card program with a Person other than Servicer; provided, however, that if Bank pursues an arrangement for such a card program after such exclusivity period ends, and Bank's proposal to offer such program changes substantially after the exclusivity period, Bank shall use reasonable efforts to allow Servicer to make a bid to participate in the substantially changed proposal if permitted by Wal-Mart.

XII. Right of First Refusal. Each Party shall have a right of first refusal to participate in any program involving a gift card in which the other Party participates if such program involves Wal-Mart stores and the gift card does not bear the Wal-Mart brand (a "Non-Branded Wal-Mart Gift Card Program"). Servicer's participation shall be as the servicer and Bank's participation shall be as the card issuer. Neither Party shall participate in a proposal submitted to Wal-Mart for a Non-Branded Wal-Mart Gift Card without submitting a written request for proposal to the other Party of such other Party's participation in the card program. A Party shall have the right, for fifteen (15) Business Days after receiving a written request for proposal from the other Party for a Non-Branded Wal-Mart Gift Card Program, to submit to the other Party, in writing, such Party's proposed terms and conditions of participation ("Party's Proposal") for the Non-Branded Wal-Mart Gift Card Program. The Parties shall use reasonable efforts to agree on the key economic terms of a definitive agreement within fifteen (15) Business Days from the date a Party submits a Party's Proposal. Upon agreement of such terms, such key economic terms shall be the basis of a proposal the Parties shall submit to Wal-Mart. The right to submit a Party Proposal, and to negotiate the key economic terms of a definitive agreement, shall be exclusive for the time periods described above. However, if a Party does not deliver the Party's Proposal in such time period or the Parties do not agree on the key economic terms of a definitive agreement in such time period, the exclusivity shall no longer apply and each Party may offer the Non-Branded Wal-Mart Gift Card Program with a Person other than the other Party; provided, however, that if a Party pursues an arrangement for a Non-Branded Wal-Mart Gift Card Program after such exclusivity period ends, and the proposal to offer such Program changes substantially after the exclusivity period, the Party that is pursuing such an arrangement shall use reasonable efforts to allow the other Party to make a bid to participate in the substantially changed proposal if permitted by Wal-Mart.

SCHEDULE 3-B
DESCRIPTION OF SERVICES

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1. General

1.1 Servicer.

Servicer shall provide all services that are reasonably necessary or appropriate for operation of the Wal-Mart Open Network Gift Card Program, including with respect to Bank Client and Cardholders, except those services that are expressly assumed by Bank under this Schedule 3-B, as such services may be revised from time to time pursuant to the terms of the Agreement (the "Services").

1.2 Bank.

Subject to the terms of the Agreement, Bank shall be responsible for providing the following services in connection with the Wal-Mart Open Network Gift Card Program:

- Setting Cardholder fees
- Together with Servicer, setting marketing strategy
- Gift Card Issuance

1.3 Scope of Services.

Without limiting the scope of Servicer's obligations under Section 1, the Services to be provided by Servicer shall include the specific services set forth in the remaining Sections of this Schedule.

1.4 Best Practices.

Upon request by Bank, Servicer shall (i) conduct reasonable research to determine pre-paid card industry "best practices" with respect to any aspect of the Services, and (ii) perform such aspect of the Services in accordance with "best practices."

1.5 Policies and Procedures.

Subject to the terms of the Card Program Services Agreement between Bank and Servicer (the "Agreement"), Servicer shall deliver to Bank for review, upon intervals reasonably specified by Bank, a comprehensive and current set of all policies and procedures, training materials and/or compliance materials developed and maintained by Servicer in connection the performance of its obligations hereunder. In addition, upon request by Bank, Servicer shall provide Bank with a report on all supplements, changes and modifications made by Servicer to any of the foregoing. Bank acknowledges and agrees that as of the date hereof, Servicer has delivered all such materials to Bank.

2. Relationship Management

Servicer shall provide all relationship management services for the Wal-Mart Open Network Gift Card Program in connection with which Servicer shall appoint an account manager

(which can be the same relationship manager as for the Wal-Mart MoneyCard or the Wal-Mart Prepaid Card programs) to be Bank's single point of contact for Gift Card products (the "Account Manager" or "AM"). If the AM is unavailable for any reason, Servicer shall provide a back up AM at all times. The AM shall be available at all times via a cell phone or pager and shall respond to all Bank issues and requests in a timely manner as required in the SLAs set forth in Schedule 3-C (the "SLAs"). Further, the AM shall provide all Gift Card metrics, monitoring, and reporting requirements as specified in the SLAs, and shall organize and attend quarterly review meetings to assess SLA metrics, performance and Bank issues.

3. Marketing and Gift Card Registration and Activation

3.1 Marketing.

Servicer shall manage all media, advertising plans and marketing materials in connection with which Servicer shall, without limitation, design, produce and distribute (i) to Client all marketing and related materials (including Gift Cards) for use by Bank Client in selling Gift Cards, (ii) to Cardholders or prospective Cardholders all promotional materials as reasonably instructed by Bank. All such materials shall be approved in writing by Bank prior to distribution to Bank Client or to Cardholders or prospective Cardholders. Notwithstanding the foregoing, Servicer and Bank shall mutually agree to the allocation of costs of the development and distribution of all such marketing materials, and Servicer shall not be required to perform any obligations under this Section 3.1 without such mutual agreement.

3.2 Gift Card Registration and Activation.

Servicer shall provide all services necessary for Cardholders to register Gift Cards online, and Servicer shall process prospective Cardholders on a real time basis via XML messaging over web services. As part of the Services, Servicer shall accept and process Bank Data and related files for Gift Card activation at Bank Client point of sale locations. File and interface messaging formats shall be as mutually agreed by Bank and Servicer.

3.3 In-Store Displays.

Servicer shall be responsible for the timely development, distribution, set-up and management of all in-store displays, fixtures and related collateral used to facilitate the issuance or servicing of Gift Cards at Bank Client locations, including end-caps, kitting, and pamphlets. Servicer shall supervise all third party merchandisers and third party kitters used to perform the services set forth in this Section 3.3 and shall ensure that all such services are completed in a timely manner. Servicer will ship gift cards and displays (if applicable) to Wal-Mart distribution centers and/or third party kitters that have been previously approved in writing either by the applicable Network or Bank. Servicer will coordinate distribution schedules directly with the Wal-Mart distribution center and/or third party kitter. The parties will meet and mutually agree upon in-store merchandising requirements prior to a broader launch of the Wal-Mart Open Network Gift Card Program.

4. Authorizations

4.1 General.

Servicer shall provide all authorization services for Gift Cards, including the services described in this Article 4:

- Authorization Processing
- Authorization Parameters and MCC (Merchant Category Code) Tables

4.2 Authorization Processing and Parameters.

4.2.1 Authorization-processing services shall include the capabilities required to receive, enter, process, and post Gift Card authorization activity.

4.2.2 Servicer shall accept electronic requests, both in batch and in real-time modes, for authorization of monetary transactions (including purchases and merchandise returns).

4.2.3 The accessing of Gift Card accounts for an authorization at the Gift Card level or account level, CVV and Cardholder address verification.

4.2.4 Servicer shall switch to back-up authorization parameters, which parameters shall reflect the same process as the primary parameters, immediately upon failure of the primary system. Servicer will switch to the backup authorization system within thirty (30) minutes or less upon failure of the primary system. The backup system shall reside on a separate hardware platform and possess a separate copy of all Bank Data.

4.2.5 As Cardholders use their Gift Cards to make purchases or return merchandise purchased with a Gift Card, the Servicer System shall deduct from the Gift Cards on a real-time basis, all charges and fees as may be authorized and add to Gift Cards on a real-time basis, all amounts in connection with returned merchandise; provided, however, that if such deductions and/or additions cannot be made on a real time basis due to reasons outside of Servicer's reasonable control, then Servicer shall complete such additions and deductions as soon as practicable. Unless otherwise approved by Bank, once a Cardholder's Gift Card balance is fully depleted or if a requested debit amount exceeds the Cardholder's available balance, the Servicer System shall prevent the Cardholder from debiting the requested amount.

4.2.6 The Authorization System shall provide the option to set up MCC's at Program levels that have the following parameter controls:

- Include MCC's
- Exclude MCC's

4.3 Authorization Response.

Servicer's authorization response in connection with sale transactions at Bank Client locations shall include the Cardholder's then available account balance.

5. Collateral

Servicer shall provide all services for Gift Card collateral (including correspondence, plastic, mailers, letters and end caps), including the services described in this Article 5.0:

- Mailers, correspondence and letters
- Collateral production, mailing and management
- Plastics production, induction and mailing
- Collateral Inventory Management

5.1 Mailers, Correspondence and Letters.

Servicer shall provide all correspondence related services for the Gift Cards, including the services described in this Article 5.1. These services include:

- Mailers, Correspondence and Letters

5.1.1 Mailers, Correspondence and Letters. Servicer will prepare correspondence to communicate with Cardholders according to Bank's reasonable requests and as mutually agreed to by Bank and Servicer. Subject to TSYS capabilities and the terms of the Agreement, Servicer shall, at Bank's request, add letter functionality to its correspondence and letter capabilities in order to enhance the correspondence system in accordance with Bank's business requirements that may enable Bank to create, maintain, revise, update, and organize letter formats in accordance with Bank's business requirements.

5.2 Collateral Production, Insertion and Mailing.

Servicer shall provide all services with respect to Collateral production, insertion, mailing and management for Gift Cards, including the services described in this Article 5.2. Collateral including Gift Card plastic, Gift Card carriers, and inserts to mailers and Gift Card carriers. Subject to the mutual agreement of Bank and Servicer, Collateral may be reasonably customized for some or all Programs per Bank's instructions. These services include:

- Collateral Production
- Collateral Insertion and Mailing

5.2.1 Collateral Production

5.2.1.1 Servicer shall perform all functions necessary to procure and administer collateral using facilities approved by the Bank and using vendors and facilities approved by the Bank. Servicer's responsibility shall include:

- Inventory numbering, where applicable
-

- Creation based on mutually agreed specifications
- Storage
- Revisions and Updates upon Bank request
- Destruction upon Bank request
- UPC Assignment and Management
- Item Number Assignment
- Management of Bank Process Logistics Requirements

5.2.2 Collateral Insertion and Mailing

Servicer shall make available to Bank functionality enabling Bank to insert up to five (5) items of collateral in card carriers.

5.3 Plastics, Production, Thermal-Printing, Induction and Mailing.

Servicer shall provide all Gift Card and Plastic services for the Gift Cards, including the services described in this Article 5.3:

- Gift Card production, thermal-printing (non-embossed), induction, insertion and distribution.

5.3.1 Gift Card production, induction, insertion and distribution.

5.3.1.1 Servicer shall perform the functions necessary to produce, in the quantities and on mutually agreed schedules, Gift Cards using only processes and facilities approved by Bank. Servicer's responsibility shall include the following:

5.3.1.1.1 Receive, inspect, and induct plastics within forty-eight (48) hours of receiving Gift Card plastics. Notify Bank of plastics that do not meet the applicable specifications provided by Bank to Servicer. (Custom materials can be ordered with Bank's approval via plastic proof or Bank may order its own plastics.) In the event that Servicer determines that a custom collateral is found to be defective, Servicer shall notify Bank of such defects within two (2) business days of such determination.

5.3.1.1.2 Collect, organize, decipher, calculate and present (including through reports) the Bank Data collected from the Servicer System, including any relevant electronic Gift Card files containing information concerning production of the Gift Cards.

5.3.1.1.3 As requested by Bank, thermal print plastics, including adding text, numbers, and logos, in compliance with applicable Network Rules.

5.3.1.1.4 Encode the resulting Gift Card in compliance with the applicable Network Rules.

5.3.1.1.5 Print required Bank information on Gift Card carriers.

5.3.1.1.6 Affix stickers to Gift Cards.

5.3.1.1.7 Servicer shall provide all support related to magnetic stripe parameters. Servicer shall provide design support. Bank will supply to Servicer Gift Card logo artwork which meets Servicer specifications. Servicer will provide a proof to Bank within seven (7) business days of receipt. Bank will notify Servicer of acceptance and Servicer will send the proof to the applicable Network within two (2) business days. Once Servicer receives all related materials and acceptance from the applicable Network, Servicer and Bank will begin final testing.

5.3.1.1.8 Perform as requested by Bank services respecting the following: Gift Card plastic design/production assistance, inserting, ultragraphic/graphic imaging, Gift Card mailers, ultraforms, Gift Card pulls, and re-issuance of lost/stolen Gift Cards, in accordance with mutually agreed to policies and procedures.

5.3.1.2 Servicer shall pull unembossed and non-thermal printed Gift Card stock and destroy/mail/or ship the plastics per applicable Network Rules.

5.3.1.3 Servicer shall generate and print custom Gift Card mailer information based on specifications initially established at Wal-Mart Open Network Gift Card Program initiation or conversion and/or as modified at Bank's request from time to time.

5.3.2 Reporting Obligations and Provision of Information

5.3.2.1 Servicer shall produce and deliver reports to Bank according to mutually agreed reporting guidelines consistent with the Services Agreement concerning Servicer's Gift Card/plastic production, insertion and distribution services. These reports shall be at the individual Bank extended BIN, ISO or issuer level, where appropriate, and include the following:

- Monthly status report(s) of card/plastic production and mailings and associated quality measurements including defect and cycle time reporting.
- Monthly card/plastic inventory report.

5.3.2.2 Servicer shall provide to Bank through its reporting system data relating to custom Gift Card/plastic storage, production and distribution as requested by Bank for Bank's use in creating reports for Bank and Bank Clients.

5.4 Plastic and Collateral Inventory Management

Servicer shall control and manage the inventory level of plastics (both internally and at Bank Client locations), mailers, inserts, envelopes and other collateral in accordance with

Bank's reasonable requirements including, for the launch of the Wal-Mart Open Network Gift Card Program, the requirements set forth in the "Distribution Center Proposed Solution for Launch" document attached hereto as Exhibit A, in connection with which Servicer shall comply with all Bank Client distribution requirements and Network Rules applicable to Gift Cards bearing Network marks. Servicer shall develop complete and comprehensive training materials with respect to Servicer's obligations under this Article, which materials shall be subject to Bank's review and approval, train all its personnel who are responsible for plastic and/or collateral inventory management under the Wal-Mart Open Network Gift Card Program in a manner that will enable them to perform in accordance with such Program's requirements, and monitor such personnel's compliance with such requirements. Servicer shall take appropriate action against any Servicer personnel not complying with such requirements.

5.4.1 IVR/VRU Access to Transaction History.

5.4.1.1 Servicer shall provide Cardholders with IVR/VRU access to the available balance and the last thirty (30) transactions.

5.4.1.2 Servicer shall provide Cardholders on-line access to a history of their Gift Card transactions for the past sixty (60) days plus current month-to-date, including purchases, loads (if applicable) and any fees assessed in connection with such transactions.

5.5 Summary Disclosures.

Servicer shall provide to Bank all services related to providing Cardholders an online sixty (60) day transaction summary and available balance and IVR/VRU access to the last thirty (30) transactions and available balance with respect to their Gift Cards (each, a "Summary Disclosure"), including the services described in this Article 5.5:

- Electronic Access to Summary Disclosures

5.5.1 Electronic Access to Summary Disclosures. Servicer shall provide Cardholders with online access to their current Summary Disclosures. Servicer shall also provide Cardholders with IVR/VRU access to their available balance and last thirty (30) transactions.

6. Compliance and Legal

In connection with Servicer's obligations under Section 7 of the Agreement, Servicer shall comply with Bank's Legal and Compliance Requirements as provided by Bank to Servicer and as may be amended by Bank from time to time upon written notice to Servicer. Unless otherwise instructed in the Legal and Compliance Requirements, Servicer's obligations shall include the following:

6.1 OFAC.

Servicer shall screen all Cardholders that provide personally identifiable information to Servicer against the Office of Foreign Assets Control (OFAC) database and shall promptly provide Bank with a report (as described below) of the Cardholders and prospective

Cardholders who match the information contained in the OFAC database, so that Bank can take the appropriate action. If Bank so chooses, Servicer, upon request, shall initiate recurring scans of Bank's entire Gift Card base against the most current OFAC file on a monthly or quarterly basis and promptly provide Bank with a report (as described below) of Cardholders who match the information contained in the OFAC database, so that Bank can close such Gift Card accounts immediately. Servicer shall install the most recent version of the OFAC database within two (2) business days of receipt.

6.1.1 Within twenty-four (24) hours of the completion of each screening process for any Cardholder or prospective Cardholder who matches the information contained in any OFAC database, Servicer shall provide Bank with a report to include, to the extent available to Servicer, First Name, Last Name, Middle Initial, Address, City, State, Zip, Social Security Number or Tax Identification Number in a mutually agreed upon format (each an "OFAC Report"). Bank shall review and research Cardholders information contained in the OFAC Report and advise Servicer of research findings. Servicer shall update Cardholder's records pursuant to the OFAC Report findings communicated by Bank, or other communication from Bank relating to Cardholders who match the information contained in the OFAC database, which may be derived from other processes from time to time.

6.1.2 Servicer shall cancel any outstanding Gift Card promptly upon direction by Bank with respect to any Cardholder or prospective Cardholder that appears to be in the OFAC database.

6.2 Bank Secrecy Act/Anti-Money Laundering.

On a daily basis, provided that Bank and Servicer have established a mutually agreeable scope and procedure, Servicer shall provide a FTP file transmission to Bank containing all transactional activity for each given day within that daily period for each Gift Card, as extracted from Servicer's data warehouse. Servicer shall reasonably cooperate with Bank in conducting fraud detections, investigations and filing Suspicious Activity Reports with respect to Gift Card transactional activity.

6.2.1 If in the course of fraud detection and investigation Servicer identifies suspicious activity that requires filing of a Suspicious Activity Report under Applicable Law, Servicer shall provide Bank with all information within its possession regarding such activity, and cooperate with Bank so that Bank may file a SAR.

6.3 Dispute and Error Resolution.

Servicer shall respond to and resolve all Cardholder and Gift Card related disputes, inquiries and errors referred to Servicer by Bank within the time frames and requirements to be mutually agreed upon in writing by the parties and in compliance with all policies and procedures related to dispute processing services in accordance with applicable Network Rules.

7. Customer Service and Support

Servicer shall provide all support services to Cardholders and/or Bank, including:

- Bank: Support desk handling of all Bank Inquiries
- Bank: Gift Card Account Maintenance
- Bank: Dispute Processing
- Cardholder: Support desk handling of all Cardholder Inquiries/License
- Cardholder: Gift Card Account Maintenance
- Cardholder: Voice Response Unit (VRU) Services
- Cardholder: Website Report

7.1 **Bank: Support Desk Inquiries.**

Servicer shall provide Bank with an escalation process to address all Bank inquiries submitted via telephone and/or in written correspondence (e.g. lost/stolen Gift Cards).

7.2 **Bank: Account Maintenance.**

Servicer shall perform Bank requested maintenance to all Gift Cards as may be reasonably requested by way of written correspondence (including e-mail).

For the avoidance of doubt, servicing of Bank requested maintenance to Cardholder data elements is part of the Services. Servicer shall perform Bank requested maintenance to Cardholder Gift Card data elements whether such requests are received by Servicer (i) through written correspondence or (ii) through e-mail. Servicer will provide Gift Card maintenance services in accordance with SLAs as provided in Schedule 3-C.

7.3 **Bank: Dispute Processing.**

In addition to the services described in Section 7.4, Servicer shall provide all dispute processing and error resolution services for all Gift Card related errors and disputes, all in accordance with Applicable Law and in compliance with applicable Network Rules. These services include those related to:

- Charge backs
 - Unauthorized Charges
 - Re-presentments
 - Arbitration of Merchant Disputes
 - Network Disputes
 - Network Compliance Violations by Merchant
-

- Draft Requests
- Research

In addition, Servicer will maintain and comply with all policies and procedures related to dispute processing services in accordance with Applicable Law and applicable Network Rules. Any write-off of a disputed amount or loss that is caused by or arises from Servicer missing required time frames or not complying with Applicable Law or applicable Network Rules shall be the sole responsibility of Servicer, unless such compliance failure was due to a delay or error by Bank.

7.3.1 Charge backs. Servicer shall issue account charge backs where appropriate and necessary. All transactions that meet all criterions agreed upon by Servicer and Bank, such criterion to be in compliance with applicable Network Rules and Applicable Law, will be issued charge backs by Servicer in an effort to recover funds from a merchant that has either made an error or charged an amount not authorized by Servicer or Bank.

7.3.2 Re-presentments. Following charge back procedures, Servicer shall review and make a commercially reasonable decision with respect to any transaction that is represented by a merchant in an effort to recover funds charged back from the Bank. Servicer shall provide Bank activity reports that detail all signature based re-presentments submitted, the dispositioning of each such re-presentation and, for cases where re-presentation was allowed, the reason for such allowed re-presentation. These reports shall be provided to Bank on each day for which signature based re-presentation activity occurs. Servicer shall provide Bank daily status reports of all signature based activity if and when requested by Bank.

7.3.3 Arbitration of Merchant Disputes. If Servicer reasonably determines that a dispute should be taken to arbitration, Servicer shall pursue any and all avenues to win each arbitration case approved by Bank. Bank commits to make decisions for each arbitration request from Servicer within applicable Network timeframes. Servicer shall be responsible for all Network fees associated with such arbitration cases.

7.3.4 Network Compliance violations by Merchant. Servicer shall file compliance violation reports to the Networks where appropriate and necessary when charge backs and auto-charge backs do not exist. For transactions that meet all agreed upon criteria, compliance will be filed in order to recover funds from a merchant that has either made an error or charged an amount not authorized by Servicer or Bank when no charge back right exists and the amount is in direct violation of an applicable Network Rule. Servicer shall notify Bank of any such violation, as well as file reports, as appropriate, in accordance with Network requirements.

7.3.5 Draft Requests. Servicer shall comply with all Bank or Cardholder initiated Draft Requests within the timeframes outlined in applicable Network Rules as well as with Applicable Law. Servicer shall indemnify Bank from and against any claims or losses (including payment of attorneys fees) resulting from its failure to meet such timeframes, except any such failures attributable to a merchant. Servicer shall pursue enforcement of charge backs and other rights against merchants and other parties pursuant to mutually-agreed guidelines within the framework of applicable Network Rules as well as Applicable Law, in the event the failure is attributable to such parties.

7.3.6 Research. Upon request by Bank, Servicer shall promptly investigate and report back to Bank regarding matters relating to any Cardholder or merchant dispute in connection with a transaction.

7.4 Cardholder: Support desk handling of all Cardholder Inquiries/License.

Servicer shall provide a support desk to receive and respond to all Cardholder inquiries submitted via telephone and/or in written correspondence (e.g. lost/stolen Gift Cards). Bank hereby grants to Servicer a non-exclusive, revocable, royalty free license within the United States to use Bank's "Money Bank" tradename and trademarks in connection with providing such support desk services. Any use of such tradenames and trademarks by Servicer must be approved in writing in advance by Bank at least fifteen (15) days prior to use, and must comply with the Agreement and the most recent written usage guidelines, if any, that are delivered by Bank to Servicer.

7.5 Cardholder: Gift Card Maintenance.

Servicer shall perform Cardholder requested maintenance to with respect to Gift Cards as may be requested telephonically or by way of written correspondence.

For the avoidance of doubt, providing Cardholder requested maintenance to Cardholder Gift Card data elements is part of the Services. Servicer shall perform Cardholder requested maintenance to Cardholder Gift Card data elements when such requests are received by Servicer telephonically. Servicer will provide maintenance services in accordance with SLAs as provided in Schedule 3-C.

7.6 Cardholder: Voice Response Unit (VRU) Services.

Servicer shall provide Cardholders VRU services as mutually agreed in writing by Bank and Servicer.

7.7 Bank and Cardholder Web-Site Support.

[Refer to Section 13 – Online Tools].

8. Product and Servicer System Enhancements

Subject to the terms of the Agreement, Servicer shall on a fee basis enhance its products and the Servicer System when new services and/or functionality is requested by Bank or is required to make the Servicer System compatible and properly configured and integrated to work as a system with Bank's systems and any hardware or software vendors of Bank, and any upgrades to any of the foregoing. Product enhancements shall comply with the process for new product and feature introduction described in this Article and in the Agreement. This includes completing a formalized new product and feature introduction process as mutually agreed by the parties. The AM shall be responsible for coordinating, on behalf of Servicer, all new products, product enhancements, developing the relationship, facilitating quarterly meetings, and assisting Bank in meeting strategic needs with respect to the Gift Card product, Enhancements and related Services. Notwithstanding anything in this Section 8, Servicer shall not be required to provide

any product or Servicer System enhancements if such an enhancement would, in the reasonable discretion of Servicer, compromise the architectural integrity, security, reliability or performance of the Servicer System, unless such enhancement is required to comply with Applicable Law.

The following product enhancement services and/or forms shall be provided by Servicer including:

- Product Request Form
- Enhancement Scoping
- Execution and Implementation

8.1 Product Request Form (PRF).

Servicer will reasonably assist Bank in completing a PRF (such PRF shall be in the format as mutually agreed by the parties) for any New Product Development Request, Enhancement or other projects. Information contained within the PRF shall include the details, description, reason substantiating the request, and timing associated with the request. Servicer will confirm with Bank that the PRF is substantially complete and will assign an implementation manager and conversion analyst to oversee and manage Servicer internal resources and work associated with developing, testing and implementing any enhancement mutually agreed to by Bank and Servicer.

8.2 Enhancement Scoping.

Subject to the terms of the Agreement, Servicer shall scope all requests for new products, services or enhancements including, without limitation, New Product Development Requests subject of a PRF, and provide Bank with related time and/or cost estimates and/or options, all as described in the Agreement and as otherwise reasonably requested by Bank.

8.3 Execution and Implementation.

Servicer shall complete the development, testing, production and documentation of all mutually agreed to New Product Development Requests, Enhancements or other projects reasonably requested by Bank. Each new project shall be delivered based on the timing and cost estimate provided by Servicer, unless Bank submits any change to the New Product Development Request. Subject to the terms of the Agreement, Servicer will reasonably cooperate with Bank, and as requested, any third parties, in the development, testing and implementation of any New Product Development Requests, Enhancements or other projects. Servicer shall assign an implementation manager and conversion analyst to such projects as mutually agreed by the parties.

8.4 Right of Refusal.

Servicer shall provide Bank an installation date within [*] ([*]) Business Days after Bank's receipt of the requested written hours and cost estimates for the relevant project. After that time, the Bank shall have up to [*] ([*]) Business Days to accept or refuse the project,

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thus canceling the project and any associated costs, unless Bank requires additional information (in which case the time within which Bank must accept or reject the project shall be extended until ten (10) Business Days after Bank obtains all required information.

Notwithstanding the foregoing, Bank may cancel implementation of any project resulting from a PRF at any time upon notice to Servicer, provided that in such event Bank shall be responsible for payment of all approved costs incurred by Servicer up to the point of cancellation.

9. File and Data Exchange for Gift Card Account

Servicer shall provide reports to Bank via an FTP site pursuant to Section 15.0. Bank and Servicer shall work together in good faith to define and develop a mutually agreed to scope and nature of data exchange between the parties.

9.1 Data Retention and Storage.

Servicer shall retain for a period of at least five (5) years, or any longer period as may be required by Applicable Law, all Cardholder account data and any other Bank Data, all in compliance with Applicable Law.

9.2 Communication Links.

As requested by Bank, Servicer shall install, provide or cause to be installed or provided the systems and communication links reasonably necessary to transmit Bank Data and the files, data and transmissions described in Sections 9.1 and 9.2 to and from its facilities or equipment to and from the facilities or equipment of Bank.

Servicer shall, during the Term, maintain such systems and links for communicating in good working order.

The method of transmission and the media employed will be proposed by Servicer and be subject to approval by Bank. The Parties shall take into consideration relevant factors such as traffic type, in-bound and outbound message sizes, traffic loading distribution, and the equipment or devices which are or may be used.

10. Fraud

Servicer shall provide information, functionality and services as requested by Bank to minimize and manage Gift Card fraud. Servicer shall make available and perform the fraud services set forth below. These services include:

- Fraud Management and Detection
 - Fraud Investigations and Fraud Recovery (Charge backs)
 - Fraud Queue Management
-

10.1 Fraud Management and Detection.

Servicer shall provide Bank and Cardholders with fraud management and fraud detection services through use of the Servicer's fraud detection system and as otherwise may be required by Bank.

Upon Bank's request, Servicer shall establish supplemental fraud detection strategies to fulfill Bank's fraud detection requirements. These strategies shall be tested in a development environment prior to implementation to ensure fraud detection effectiveness and to measure the impact to Servicer's fraud detection organization. If during testing the defined strategies do not perform satisfactorily, they shall be modified to suit Bank and Servicer. These strategies shall be made available for review on a monthly basis.

Upon Bank's request, Servicer shall provide Bank with the following Gift Card fraud services:

- Monitoring authorizations queued as a result of the fraud strategies or fraud score.
- Place outbound telephone calls to home and business telephone numbers of Cardholders who have exhibited suspicious activity using their Gift Card, if such information is available.
- Manual review of Gift Card activity for fraud Gift Card Activity shall be monitored by Servicer using specific parameters as mutually established by Bank and Servicer. Customized parameter rules may be developed and established should Bank experience a unique fraud event.
- Daily provision to Bank of Gift Card authorization approval rates, itemized transaction type (e.g., purchases)

If Servicer is unable to contact the Cardholder with respect to fraud issues and if Servicer possesses Cardholder contact information, Servicer shall leave a message on the Cardholder's message machine or with a responsible person for the Cardholder to contact Servicer at a toll-free number. Such message script must be reviewed and approved by Bank prior to use.

When the Servicer call results in contact with the Cardholder, and the Cardholder validates the authorization activity, Servicer shall record an on-line account memo into the Servicer System indicating the results of the call utilizing its screens. Servicer will note on Servicer's system of record when a Gift Card is the subject of confirmed fraud. Detailed reports on Gift Cards that have undergone any status change during the statement period shall be available to Bank through Servicer's Loss Management reporting.

When the Servicer call results in contact with the Cardholder and the Cardholder is unable to validate the activity, Servicer shall initiate a Lost/Stolen Report and place a block on the Gift Card to prevent further authorizations. Servicer shall record an on-line Gift Card memo on the Cardholder Gift Card record, indicating the results of the call.

If Servicer observes activity, which appears uncharacteristic or unusual for the specific Gift Card, and Servicer is unable to successfully contact the Cardholder, then Servicer may place a block on the Gift Card to prevent further authorization approvals until the Cardholder successfully verifies the activity.

Servicer shall provide Bank with lost/stolen/fraud reporting services. Lost and stolen reports from Bank's Cardholders are recorded on the Servicer System by on-line entries, which automatically change the external status on the Servicer System and block authorizations for the Gift Card. These Services shall be available to Cardholders 24 X 7.

Servicer shall report to the applicable Network those accounts that qualify for warning bulletin protection or the exception file by reason of a lost or stolen report entry. Servicer shall list such accounts accurately by region and for a number of days equal to the time remaining until Gift Card expiration. Listing an account on the warning bulletin may provide Bank with charge back and/or authorization protection. For the avoidance of doubt, Servicer shall bear all costs and expenses associated with warning bulletins.

As part of its fraud prevention services, Servicer shall immediately block new transactions with respect to Gift Cards in the event that a Gift Card has been reported lost or stolen. Thereafter, Servicer shall deactivate the Gift Card, transfer any related funds or credits to a replacement Gift Card, and issue and send such replacement Gift Card to the Cardholder.

In the event that any Bank Data that is stored by Servicer or transmitted by or to Servicer and that relates to Cardholders is compromised, Servicer shall provide to the affected Cardholders (at no cost to Cardholders or Bank) identity theft victim assistance services. All such services must be reviewed and approved in advance by Bank.

10.2 Fraud Investigation/Fraud Recovery (Charge back).

Charge backs shall be initiated by Servicer on all Bank's Gift Cards that meet defined criteria and qualify for specific charge back rights per applicable Network Rules.

At launch, as part of its fraud control services provided to Bank, Servicer shall provide the following fraud reporting services on Bank's behalf to each applicable Network. Security detail transactions (status codes used to place Cardholders in various status states – "hot", "lost", etc.) shall be used to add, update or delete transaction records on Servicer's security master file (Servicer's negative file containing Gift Cards blocked for use). These transactions will generate and deliver a fraud advice record to the applicable Network. Lost or stolen Gift Cards and related monetary values shall be researched and disposition codes entered by Servicer to record fraud, counterfeit, and charge backs. Fraud detail information shall be transmitted to the applicable Network by Servicer in compliance with Applicable Law.

To the extent that any investigation results in a determination that a transaction is fraudulent, then Servicer shall charge-off after ninety (90) days of no cardholder transactional or recover payment activity, or otherwise remove, the amount of the fraudulent item from the Cardholder's Gift Card.

10.3 Fraud Detection Improvement and Queue Management.

Servicer shall have the ability to detect fraudulent activity on Gift Cards. Servicer shall provide to Bank a written analysis of the reports interpreting the performance of the existing algorithms and strategies for detecting and addressing fraud, and written recommendations for changes or updates to such algorithms or strategies to improve their performance. Servicer shall provide a monthly report of current fraud detection strategies and performance.

Servicer shall have the ability to build fraud queues around designated Bank criterion, as supplied by Bank. Bank acknowledges that all Servicer debit fraud detection clients are monitored under the same baseline parameters, but that Servicer will create customized fraud queues and parameters, as requested by Bank, in order to supplement such baseline parameters. These queues and criterion shall be tested in a development environment prior to implementation to ensure fraud detection effectiveness and to measure the impact to Servicer's fraud detection organization. If during testing the queues and criterion do not perform satisfactorily, they shall be modified to suit Bank and Servicer. These queues and criterion shall be reviewed on a monthly basis.

11. Product Support Calls

Servicer shall receive, handle and resolve all support calls and issues from Bank employees in relation to any system related problems associated with the Gift Card products and services, including such problems associated with the Servicer System, any Servicer owned/supported system, Cardholder websites, file and data exchanges, data warehouses, databases, queue management systems, fraud systems, information security, administration systems, reporting systems, etc.

12. Implementation Services

Servicer will provide all implementation management services for Gift Card products, including the services described below:

- Weekly status update call between Servicer and Bank, as appropriate and requested by Bank and/or designated third parties who may be instrumental in effecting the implementation of the Gift Card product or any enhancements to the Gift Card product
 - Testing and quality control process around all development work and set-ups
 - An implementation manager
 - Implementation dates as mutually agreed.
 - In the event of a "rush" request by Bank, Servicer will work with Bank to accommodate Bank's time frames.
-

13. Online Tools

Servicer will itself or through a permitted subcontractor (e.g., TSYS) provide the following online tools and services, each of which shall be accessible using commonly available web-browsers (i.e., Internet Explorer, Netscape). Such tools and services shall conform to Bank's security requirements:

- Cardholder Tool and Website — A web based Cardholder tool used to view transactions and balances via the internet.
- TSYS Access – View-only access which may be used by Bank, as the issuing Bank, to interface into the Servicer System in order to, among other things, check Gift Card transactional activity.
- FTP Reporting Tool – Bank may use this web-reporting tool to view all reports described in this Schedule.

13.1 Cardholder Tool and Website.

Servicer shall design, host and provide a Cardholder website and related Cardholder services for Gift Card products, including the services described in this Article.

Servicer shall provide services to support its Cardholder Tool and Website, as well as other Cardholder tools that Bank may require to support other Gift Card products from Servicer. Cardholders may use the Cardholder Website to perform Gift Card functions, including the following:

- View Gift Card transaction activity and available balance
- Register Gift Cards

Through a project request, Bank may request changes to the existing screens and content of this Cardholder website.

13.2 TSYS Management Tool.

Servicer shall provide Bank with view-only access to TSYS which may be used by Bank, as the issuing Bank, to interface into the Servicer System in order to, among other things, check Gift Card transactional activity.

13.3 FTP Reporting Tool.

Servicer shall provide Bank access to a FTP reporting tool to view reports as provided in Section 15.1 below. For the avoidance of doubt, the provision of such access does not remove or otherwise waive Servicer's obligation to provide and perform other Services related to reporting.

14. Products Supported; Options

As mutually agreed to by Bank and Servicer (including agreement on cost), Servicer shall provide the Services for the types of Gift Cards described below having the below described options:

- General Gift Card Options
 - Instant issue
 - Branded
 - Gift Card type options
 - Branded
 - Unbranded
 - Gift Card Stock
 - Custom
 - Generic
 - Thermal Printing
 - Gift Card Encoding
 - Expiration dates
 - Gift Card number
 - Service code
 - CVV, CVV2
 - Gift Card Carrier for both mailed Gift Cards and Gift Cards distributed at POS.
 - Custom
 - Standard
 - Inserts
 - Envelopes
 - Custom
 - Standard
 - Gift Card Ordering
 - Batch
-

- Expedited
 - Instant Issue
 - Manual
 - Gift Card Shipping Options
 - Direct Mail
 - Funding options
 - POS Only
 - IVR/VRU
 - Balance inquiry
 - Transaction history
 - English
 - Gift Card Management System
 - Authorizations
 - Batch processing
 - Transactional limits
 - Adjustments
 - Gift Card activation
 - Organizational hierarchy
 - Funds movement
 - Risk Management
 - OFAC verification
 - Fraud reporting
 - Never Received cards
 - Anti-Money Laundering data
 - Bank Service
 - Lost/Stolen reporting
 - Escalation process
 - Receive, Research, Handle, Respond to and Resolve all Cardholder inquiries and disputes (whether via phone, Cardholder website, or written correspondence.)
-

- Portfolio Management
 - Closing Gift Cards
 - Purging Gift Cards
- Settlement Features
 - Settle to G/L
 - Network adjustments

15. Reporting

Servicer shall provide all report production services for the Gift Cards, including the following:

- Report Production and Management
- Delivery
- Data warehousing, when requested and at Bank's additional expense, on mutually agreed upon terms.

15.1 Report Production and Management.

Servicer shall provide reports via FTP site with respect to the Services and any Bank Data pursuant to which Servicer shall, as requested by Bank, produce reports requested by Bank on a daily, weekly, monthly, quarterly and yearly basis. Servicer shall generate and store transaction report data.

Servicer shall generate and distribute such reports via FTP site and in a format which permits Bank to view, manipulate, print, and store the reports.

Servicer shall directly transmit to Bank, copies of the Bank files in a mutually agreed upon format, if so requested by Bank.

Servicer shall produce and provide reports for Bank as set forth in Schedule 3-E, unless the parties otherwise mutually agree in writing from time to time.

Notwithstanding the foregoing, once Servicer provides Bank with access to Servicer's electronic data warehouse in a manner sufficient to produce the reports set forth in Schedule 3-E and such electronic data warehouse otherwise functions in a manner acceptable to Bank as determined in Bank's sole discretion, Bank shall be responsible for producing the reports set forth in Schedule 3-E and Servicer shall have no obligation to deliver any such reports.

15.2 Data Extraction, Encryption, Delivery, and Receipt Services.

Bank and Servicer shall work together in good faith to define and develop mutually agreeable data extraction, encryption, delivery and receipt services.

16. Settlement, Funds Movement, and Reconciliation

Servicer shall provide complete settlement, funds movement and reconciliation services, including the following services:

- Network Settlement Services
- Network Funds Movement Services
- Network Reconciliation Documentation

16.1 Network Settlement Services.

Servicer shall report on the required funding with various Networks as needed on a [*] basis. Bank shall be responsible for actual settlement with the Networks based upon reporting from Servicer. Settlement reporting services shall be provided in connection with, but not limited to, the following Networks:

- Visa

16.2 Funds Movement Services.

Servicer shall be responsible for providing Bank with reporting required for accurate movement of funds between the funding and activity bank accounts on a [*] basis as required by the various Network and/or Bank funding activities and Cardholder activities. Bank shall be responsible for accurate movement of funds between various bank accounts owned by Bank.

16.3 Reconciliation Documentation.

Servicer shall provide Internet access to the following report(s) required to reconcile settlement and funds movement services:

- Daily Activity File

Servicer has ownership over the processing accuracy and timely availability of these reports. In the event the Network Daily Reports Tool is not accessible or the reports were not published to the Networks Daily Report website, Servicer shall email (encrypted) or fax required reports as needed to the Bank Finance contact.

16.4 Gift Card Transaction Settlement.

Bank shall be responsible for obtaining from Bank Client data relating to funds credited to Gift Cards in transactions initiated at Bank Client's participating stores and for settlement with respect thereto.

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17. Transaction Processing

Servicer shall all provide transaction processing services for Bank Gift Cards. These services include the following processes:

- General transaction processing (to include balance inquiries, signature purchases and others as specified by Bank).
- Fees

17.1 General Transaction Processing.

Servicer shall provide all transaction-processing services with the capability required to receive, enter, process and post Gift Card transaction activity on a real time basis. The processing and posting of transactions shall be accomplished using a wide variety of controls and settings available to and selected by Bank. Monetary transactions, including debit and credit sales, returns, refunds, adjustments and charge backs shall be supported on a real time basis. Other non-monetary transactions shall be supported and used to maintain non-monetary account information. Authorization transactions shall be supported on a real time basis. Bank acknowledges that Servicer will use the TS1 Platform for transaction processing. Servicer shall not use a different platform for transaction processing without first obtaining Bank's written consent.

Servicer shall provide transaction-processing services for all monetary transactions received by Servicer from the applicable Network for posting to the Cardholder account.

17.2 Fees.

17.2.1 Servicer shall provide Bank the ability to assess and reasonably manage the fee types included in Schedule 3-A, at the BIN level.

17.2.2 Servicer shall provide Bank the ability to assess and manage all fee criteria, including but not limited to, include/exclude fee criteria options and amounts and targeted transaction activity for all Clients and Programs.

18. Cooperation/Interface with Third-Parties

In connection with providing the Gift Card products and services to Bank and Cardholders, Servicer shall reasonably cooperate with any third-party provider(s) of goods, software or services to Bank in support of or in connection with Bank's and/or Cardholder's receipt of such products and services.

19. Other Services

Servicer agrees and acknowledges that it is responsible for providing all services on behalf of Bank in connection with the Bank's issuance of Gift Cards, and the use of such Gift

Cards, as required in accordance with commercially reasonable business practices as well as safe and sound banking practices, except to the extent that Bank has expressly undertaken to perform such services under the Agreement, and that the term "Services," as used in this schedule or the Agreement, shall include all such services even if not expressly set forth in this schedule or the Agreement.

20. Definitions

All capitalized terms not defined below or elsewhere in this Schedule shall have the meanings ascribed to them in the Agreement.

"Bank Finance Contact" shall mean Ben Johnson.

"Cardholder" shall mean any individual to whom Bank has issued a Gift Card under the Wal-Mart Gift Card Program or who is or may become obligated under or with respect to the use of the Gift Card.

"Draft Request" shall mean a request for sales slip or receipt that substantiates or evidences any given transactions or charges (whether debit or credit) related to a Gift Card.

"Gift Card" shall mean an instant issue, non-reloadable, open network prepaid gift card issued by Bank.

"Gift Card Data" shall mean data relating to funds credited to Gift Cards in transactions initiated by Wal-Mart at participating Wal-Mart stores.

"Gift Card Funds" shall mean funds relating to activated Gift Cards at participating Wal-Mart locations.

"include" or "including" shall mean without limitation.

"MCC" shall mean Merchant Category Code.

"Servicer Statement Day" shall mean the day not later than the tenth (10th) Business Day after the close of each calendar month.

"Wal-Mart Open Network Gift Card Program" shall mean, with respect to this schedule, all of the products and services provided or to be provided by Servicer to Bank under Schedules 3-A, 3-B, 3-C, 3-D, and 3-E of the Agreement.

EXHIBIT A to SCHEDULE 3-B

DISTRIBUTION CENTER PROPOSED SOLUTION FOR LAUNCH

1. Holiday or Other Initial Load-In

Service will ship product and displays (if applicable) to either the Wal-Mart distribution center or a single third party aggregator that is approved by the applicable association or otherwise approved by Bank (e.g., Kendall King). Wal-Mart will compile all purchase orders and provide Service with a total count prior to beginning production. Service will coordinate distribution schedules directly with the third party aggregator. Wal-Mart will manage coordination with the third party aggregator to ensure the holiday pallets flow via the distribution center and arrive in store.

2. Replenishment

Gift Cards will be replenished via the Wal-Mart distribution centers. Shipments to the Wal-Mart distribution centers will be sent via a Service-appointed LTL carrier. Wal-Mart will ensure that the distribution center deliveries arrive in store.

SCHEDULE 3-C
SERVICE LEVEL AGREEMENT

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1. Introduction

1.1 Purpose. This Service Level Agreement (“SLA”) sets forth the Service Levels that Servicer is required to meet or exceed in performing Servicer Services in connection with the Wal-Mart Visa Gift Card Program (the “Program”). This SLA also provides for remedies associated with a Party’s failure to achieve the Service Levels, including Service Level credits (“SLCs”).

Servicer shall perform the Servicer Services, so as to achieve or exceed all of the Service Levels set forth in this Program Schedule.

1.2 Effective Date of the Service Levels. Unless otherwise specified herein or in a separate document signed by Servicer and Bank, each Service Level in this SLA is effective as of the Effective Date (as defined below).

1.3 Modification and Review of Service Levels and Related Procedures. Service Levels may be added, deleted or modified by the Parties during the Term, in accordance with the Services Agreement (as defined below), in order to achieve a fair, accurate and consistent measurement of performance of the Servicer Services. The Parties may also add, delete or change Service Levels by mutual agreement on a go-forward basis in response to changes in Bank’s business needs.

The Parties shall meet at least annually to review Service Level results and to consider proposed changes to Service Level requirements, Service Level reporting requirements and other related issues, but neither Party shall be required to agree to any particular changes without such Party’s consent except as may be otherwise expressly set forth herein or in the Services Agreement.

1.4 References/Interpretation. Unless otherwise specifically noted, all references in this SLA to “Articles”, “Sections”, Exhibits” and “Attachments” are references to the Articles, Sections, Exhibits and Attachments of this SLA, respectively. References to Articles or Sections of the Services Agreement refer to the Services Agreement to which this SLA is appended. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Services Agreement.

2. Definitions

2.1 Certain Definitions.

“Activation Request” means a request to activate a Gift Card that is transmitted from a Retailer point of sale location to the Authorization System.

“Activation Response” means an automated message that is transmitted by the Authorization System to the Retailer point of sale location confirming or denying the activation of a Gift Card.

“Authorization System” means that portion of the Servicer System utilized by Servicer to authorize transactions and activate Gift Cards at Bank Client point of sale locations.

“Available for Use” means the ability of equipment, software, systems, data, Servicer Services and functions for which Servicer is operationally responsible, to be utilized or accessed by Bank, the Bank Client, Cardholders or other third-parties as designated by Bank, as intended in accordance with normal operations.

“Availability”, unless otherwise defined herein, means the extent to which referenced equipment, software, systems, data or Servicer Services are Available for Use.

“Bank Client” means, individually and collectively, Wal-Mart Stores, Inc., Wal-Mart Stores Texas L.P., Wal-Mart Louisiana, LLC., Wal-Mart Stores East, Inc., and Wal-Mart Stores East, L.P.

“Billing Period” means the period of time over which the Servicer Services identified in the periodic invoice presented to Bank by Servicer were performed. Unless otherwise noted, the Billing Period shall be a calendar month.

“Critical Service Level” means each Service Level designated as “Critical” in Exhibit A.

“Downtime”, unless otherwise defined herein, means the number of minutes in the Billing Period during which identified any equipment, software, systems, data, Servicer Services, or function was not Available for Use or where response time of such service is outside established parameters.

“Effective Date” means the date as of which Gift Cards first become available for sale to the public at Bank Client.

“Excused Downtime” means (i) Downtime during a Scheduled Maintenance Window, and (ii) any other period during which any particular equipment, software, system, function Servicer Service or Bank Service is not Available For Use (x) of which Bank or Servicer, as applicable, has approved, (y) which Bank or Servicer, as applicable, has excused, or (z) which are outages due to matters outside of Servicer’s or Bank’s, as applicable, Span of Control.

“Gift Card” shall mean an instant issue, non-reloadable, open network prepaid gift card issued by Bank.

“Include”, “includes” and “including”, whether or not capitalized mean “include without limitation”, “includes without limitation”, and “including without limitation”.

“Monthly SLA Report” has the meaning given it in Section 3.1.

“Non-Critical Service Level” means all Service Levels other than Critical Service Levels.

“Scheduled Maintenance Window” means a scheduled period of time mutually agreed by Servicer, Bank and Bank Client during which maintenance or other activities are to be performed and the time actually used, such time not to exceed [*] ([*]) [*] per calendar [*]. Servicer shall provide Bank not less than [*] ([*]) [*] prior written notice of any requests for changes to its Scheduled Maintenance Window. Extensions to

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a Scheduled Maintenance Window, and any rescheduled Maintenance Window for which Bank has not provided its written consent, shall be deemed Unexcused Downtime.

“Service Services” means “Services” as defined in Schedule 3-B (Description of Services) to the Services Agreement.

“Service Levels” are expected results defined in each Service Level section of Exhibit A to this SLA.

“Service Level Agreement” or “SLA” has the meaning given in Section 1.1.

“Service Level Credit” or “SLC” means the monetary credit that a Party will pay the other Party if the former fails to meet a Service Level, as set forth herein.

“Service Level Failure” has the meaning given in Section 6.1.

“Services Agreement” means the Card Program Services Agreement dated October 27, 2006 by and between Bank and Servicer, as amended from time to time.

“Severity Level” means, with respect to an incident, the highest-priority level that is applicable based on the classifications contained in this SLA, as reasonably determined by Bank in accordance with the descriptions set forth in the chart made part of Section 5.2.

“Span of Control” means any equipment, software, system, network or other infrastructure and those areas of functionality and availability with respect to, or utilized to provide, the Services or other services, as applicable, that are under the control of a Party, its subcontractors or agents.

“Term” has the meaning given it in Schedule 3-A (Description of Wal-Mart Visa Gift Card Program) to the Services Agreement.

“Time of Problem Identification” means the earlier of (i) the time Servicer detects a problem or incident, and (ii) the time Servicer is notified of the problem or incident.

“Unexcused Downtime”, unless otherwise defined herein, means the total number of minutes any Servicer System component or any Service is not Available for Use during a Billing Period, excluding Excused Downtime.

3. Service Level Methodology

3.1 Excused Downtime

Service Level Failures shall not be deemed to occur during Excused Downtime.

3.2 Measurement and Reporting

Except as otherwise specified in this SLA or agreed in writing by the Parties, each Party shall accurately measure and report on its performance against the applicable Service Levels on a

calendar-month basis. Unless otherwise specified for a particular Service Level, the Servicer Services and each Party's performance against the Service Levels are to be monitored by the Party providing such services [*] (["*"]) [*] per [*], [*] (["*"]) [*] per [*] during the Term, excluding, however, any Excused Downtime. Unless otherwise specified, each Party will be responsible to collect measurement data and execute the data collection plan for completing the Monthly SLA Report, as discussed below, for Service Level performance. Each day, where applicable, each Party will record all applicable Service Levels and shall, for the calendar month, determine the monthly service level. The total number of Service Level Failures during the specified measurement period will be documented in the Monthly SLA Report for that measurement period.

All activities required for monitoring, measuring and reporting a Party's performance against the Service Levels shall be performed at no additional charge to the other Party.

Not later than the 10th Business Day of each calendar month, each Party shall provide to the other a detailed report, in form and with a level of detail reasonably satisfactory to the other Party, summarizing its performance of the Servicer Services against the Service Levels during the previous calendar month (the "Monthly SLA Report"). Such report shall include, for each Service Level Failure, (a) a description of the cause(s) of such failure, (b) the remedial efforts (if any) undertaken by the Party to correct the failure, and (c) the preventive measures (if any) taken, or currently being taken, by such Party so that the failure does not recur.

Each Party shall provide all reports described in this Article 3 and elsewhere in this SLA in electronic format.

3.3 Measurement Tools. Each Party shall maintain in place and utilize the necessary measurement and monitoring tools and procedures required to measure and report its performance against the applicable Service Levels. Measurement and monitoring shall permit reporting at a level of detail reasonably sufficient to verify compliance with the Service Levels. Each party shall provide the other with information and access to such tools and procedures, as well as any resulting reporting data including, without limitation, raw reporting data, reporting logs and log files, upon request for purposes of verifying such party's compliance with the terms of this SLA.

4. Communication and Escalation Requirements

Upon becoming aware of any actual or pending Service Level Failure, each Party shall promptly contact the other as directed by the escalation policies and procedures set forth in the attached Exhibit B or as otherwise mutually agreed by the parties in writing. Such contacting Party shall provide the other Party all pertinent information available to it at such time concerning the Service Level Failure. Such information may include (a) nature and scope of the problem, (b) actual or suspected cause(s) of the problem, (c) expected or possible effects of the problem on the Servicer Services, Servicer, Bank, and the Bank Client, (d) the proposed Severity Level assigned to the problem, (e) actions being taken by such Party to resolve the problem and return the Servicer Services to their normal operational status, (f) actions being taken by Servicer or Bank, as applicable, to eliminate any adverse effects from occurrence of the problem (including any production delays, lost or corrupted data, failures to process transactions, etc.).

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(g) contact information concerning the individual having responsibility for liaising with the other Party in connection with the problem, and (h) such additional information concerning the above as is reasonably requested by the other Party.

5. Issue and Problem Resolution, Classification, Response and Notification

5.1 Issue and Problem Resolution. Following any Service Level Failure, the applicable Party responsible therefore shall restore normal provision and operation of the affected service consistent with the Services Agreement, including, without limitation, Schedule 3-B and this SLA and will inform the other Party of the strategy for resolution, including patches, workarounds, etc. Each Party will also advise the other of any reasonably foreseeable degradation or interruption in service that may result from the incident or problem, or in connection with the resolution process. The Parties will use commercially reasonable efforts to minimize the impact on the Parties, Bank Client and Cardholders. The Party responsible for the Service Level Failure will also bear any additional servicing costs while the problem or incident is being addressed, unless the other Party agrees to bear some of the cost, and such responsible Party will bear all costs associated with the resolution of any issue attributed to it.

Problem ticket time frames will be recorded and tracked in the current tracking support system maintained by the responsible Party.

5.2 Problem Severity Level Classifications/Communication. For purposes of this SLA, including without limitation, the Service Levels set forth in Exhibit A to this SLA, the following chart sets forth the Severity Level classifications for problems and event tickets:

Severity Level	Description	Examples	First Status Update	Subsequent Status Updates
[*]	Severe impact on productivity; Severe corruption of data; Requires immediate change	Bank On-Line tools unavailable. Systemic error resulting in balances being incorrect for Cardholders; Significantly reduced response time. Transactions and other critical functions unavailable including, without limitation, the Authorization System and those portions of the Servicer System affecting Card loads, IVR, customer service, Card applications, Card activation. Problems that cause or are reasonably foreseeable or likely to cause significant loss of revenue or incurrence of significant expense to a Party. In each case, for which no known bypass or work-around is available and can be readily implemented.	Within [*]	No later than [*]

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Severity Level	Description	Examples	First Status Update	Subsequent Status Updates
[*]	Significant impact on Bank productivity Issue directly affects Cardholders	Non-critical Transactions unavailable Moderately reduced response time Incorrect interface Severe Bank or Cardholder notice issues Calculation issues with critical functions Cardholder web-sites unavailable Likely to have a serious impact on an essential or important component, transaction, process, or service relating to Bank or Bank Client business or operations, or Cardholders. In each case, for which no known bypass or work-around is available and can be readily implemented.	Within [*]	[*]
[*]	Significantly reduces Servicer System effectiveness Required for next major processing (such as month/quarter end)	Less severe Bank or Cardholder notice issues. Calculation issues with non-critical functions. Report sorting issues. Report content issues. Screen navigation or formatting issues (screen still usable). Impairs a non-critical component, process, or service relating to Bank's or Bank Client's business or operations, or for Cardholders for which a known bypass or workaround is available and can be readily implemented. Causes or is reasonably foreseeable or likely to cause one or more security issues but does not put Bank Data at risk of being compromised.	Within [*]	As [*]
[*]	Work-around is available Several methods to resolve issue	Issues for non-critical functions isolated to a very few Cards.	Within [*]	As [*]

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Severity Level	Description	Examples	First Status Update	Subsequent Status Updates
		<p>Cosmetic issues with reports or screens.</p> <p>Issues where a simple work-around is available.</p> <p>That permits Cardholders to use Bank's products and services with only minor loss or degradation of functionality.</p> <p>That is low impact and is not continual or repeated.</p> <p>For which a known bypass or workaround is available and can be readily implemented.</p>		

5.3 Multiple Tickets Having the Same Severity Classification. In the event there are multiple incident tickets relating to problems having the same severity classifications, the Parties will work together to determine the priority of incident resolution efforts in connection with the relevant incidents.

6. Service Level Credit Methodology.

6.1 Service Level Failures. In each instance of a failure by a Party to achieve a Service Level (a "Service Level Failure"), such failing Party shall: (i) investigate and report to the other Party on the root cause(s) of the failure, (ii) advise the other Party, as and to the extent requested, of the status of remedial efforts being undertaken with respect to the failure; (iii) notify the other Party of the steps which the failing Party believes should be taken to correct the failure; (iv) promptly take the necessary steps and resume meeting the Service Level; (v) take appropriate preventive measures so that such failure does not recur; and (vi) ensure that the specific Service Level Failure is accurately recorded in the applicable report.

6.2 Termination for Repeated Individual Critical Service Level Failures. Either Party shall have the right to terminate the Program in the event that, at any time after the Effective Date, Servicer fails to achieve the Default Percentage with respect to the same Service Level during any [*] ([*]) [*] calendar [*] or during any [*] ([*]) calendar [*] during any rolling [*] ([*]) calendar [*] period during the Term (each a "Repeated SLA Failure"), excluding any calendar [*] for which a grace period applies. Notwithstanding the foregoing, this provision shall not apply to Repeated SLA Failures with respect to "Non-Termination Right Service Levels," if indicated as such on Exhibit A.

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EXHIBIT A TO SCHEDULE 3-C

Service Levels for Which Servicer is Responsible:

Service Level	Definition	Defect Definition	Calculation	Target %	Default %	Comments
1. Authorization Availability	Percentage of Availability of the Authorization System	Any full minute that the Authorization System is not available for use	Total minutes Available for Use <u>divided</u> by total minutes in the calendar month <u>minus</u> Excused Downtime	[*]%	[*]%	[*]
2. Activation Response	Percentage of Activation Responses sent to Bank in 20 seconds or less after receipt of an Activation Request	An Activation Response sent to Bank more than 20 seconds after receipt of an Activation Request	Number of Activation Responses sent to Bank in 20 seconds or less after receipt of an Activation Request <u>divided</u> by the total number of Activation Requests	[*]%	[*]%	[*]
3. IVR Availability	Percentage of Availability of the Bank IVR	Any full minute that the Bank IVR is not Available for Use	Total minutes Available for Use <u>divided</u> by total minutes in the calendar month <u>minus</u> Excused Downtime.	[*]%	[*]%	[*]
4. Call Response Timeliness	Percentage of calls answered by a live representative in 120 seconds	Calls answered by a live representative after more than 120 seconds of holding	Number of calls answered in 120 seconds or less <u>divided</u> by the total number of calls offered	[*]%	[*]%	[*]
5. Call Abandonment	Percentage of calls abandoned while waiting for a live customer service representative	Any call that is terminated while waiting for a customer service representative	Total calls abandoned while waiting for a live representative <u>divided</u> by the total calls offered	[*]%	[*]%	[*]

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Service Level	Definition	Defect Definition	Calculation	Target %	Default %	Comments
6. Call Quality	Percent of calls meeting mutually (by Bank and Green Dot) agreed upon quality standard for an acceptable call, per mutually agreed call quality review form	Call that does not meet the mutually agreed upon call quality standard	Number of calls meeting the mutually agreed upon call standard for acceptable call, per mutually agreed (by Bank and Green Dot) quality review form, <u>divided</u> by the total number of calls sampled	[*]%	[*]%	[*]
7. Customer Website Access	Percentage of Available Use time for www.walmartgift.com	Any one full minute that any of the listed web-sites is not Available for Use	Total minutes Available for Use of all listed web-sites <u>divided</u> by (total minutes during the measurement period <u>minus</u> Excused Downtime) <u>times</u> the number of listed web-sites	[*]%	[*]%	[*]
8. Gift Card Fee Accuracy	The percentage of accurate assessment of all Gift Card Fees	Any inaccurate assessment of Gift Card Fees	Statistically valid sample of Number of Gift Card Fees accurately assessed <u>divided</u> by the total number of Gift Card Fees sampled	[*]%	[*]%	[*]

N.B.: IVR Availability, Call Response Timeliness, Call Abandonment and Customer Website Access SLAs [*] in [*] or [*] due to Bank's failure to transmit transaction data from Bank Client to Servicer or from Servicer to Bank Client in a timely or accurate manner. Servicer shall [*] required by receipts issued by Wal-Mart [*] as set forth in Wal-Mart Visa Gift Card Program Agreement, as the same may be amended from time to time.

Within [*] ([*]) [*] after delivery to Servicer of a Wal-Mart sales transaction report (a "Sales Transaction Report"), Servicer shall notify Bank of any errors in any Sales Transaction Report and any adjustments to amounts paid pursuant to such Sales Transaction Report as a result of such error, and shall provide sufficient documentation to support its findings. Notwithstanding anything to the contrary in this agreement, Servicer shall be liable to Bank for any failure to identify any error in a Sales Transaction Report or any adjustment to amounts paid pursuant thereto within the [*] period.

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EXHIBIT B TO SCHEDULE 3-C

Escalation Policies and Procedures

SCHEDULE 3-D

SERVICING FEES

1. Right to Program Revenues. Bank shall be entitled to (i) all fees payable by and actually collected from Cardholders under the terms of the Cardholder Agreement, and (ii) all interchange income and other similar amounts payable under the Network Rules to the issuer of the Cards, and any amounts payable to Bank in an arrangement with the Network regarding interchange amounts (collectively, "Interchange Income") (Interchange Income does not include any Network Incentive Payment (as defined in Section 2)). For clarity, Bank shall be entitled to all fees charged to Cardholders upon issuance and activation of the Cards at Wal-Mart locations. All fees and income described in this Section 1 shall hereinafter be referred to as the "Program Revenue."

2. Network Incentive Payments; Other Network Payments.

(a) The Parties acknowledge that Bank has entered into an agreement with Visa (the "Visa Agreement") under which Visa has agreed to pay Bank up to \$[*] over [*] ([*]) [*] for launch and merchandising support provided that conditions related to in- store placement of Gift Cards are satisfied, and an amount equal to [*] ([*]) basis points multiplied by the total dollar volume of purchases made with Gift Cards for ongoing marketing support for Bank's use of Visa as the Network in the Wal-Mart Visa Gift Card Program (the "Network Incentive Payments"). Bank agrees to credit the program marketing fund established for the Wal-Mart Visa Gift Card Program in the amount of the Network Incentive Payments actually received. Program marketing fund amounts will be paid as agreed by Bank and Wal-Mart to support the Wal-Mart Visa Gift Card Program.

(b) The Parties also acknowledge that, pursuant to the Visa Agreement, Visa has agreed to pay Bank an amount equal to [*] and [*] ([*]) basis points multiplied by the total dollar volume of purchases made with Gift Cards for as long as Visa is the exclusive open loop Network in connection with the Wal-Mart Visa Gift Card Program (the "Exclusivity Payments"). The Parties agree to [*] received by Bank; provided, however, that Bank shall be entitled to determine whether Visa will be the exclusive open loop Network. If a Party shall receive any payment from a Network other than an a Network Incentive Payment or an Exclusivity Payment in connection with the Wal-Mart Visa Gift Card Program, it shall notify the other Party in writing and the [*] as the Parties shall agree in writing.

3. Servicing Fee. Bank shall pay a Servicing Fee to Servicer in the amount of the Base Servicing Fee determined under Section 4 in accordance with the provisions of Section 5.

4. Amount of Base Servicing Fee.

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(a) The "Base Servicing Fee" payable by Bank shall be based on the Bank Fees as set forth in Section VII of Schedule 3-A (Description of Program) adopted by the Parties for the Wal-Mart Visa Gift Card Program and, unless otherwise agreed upon by the Parties in writing, shall be equal to the following amounts actually collected from the Cardholders and Networks: (i) [*]-[*] percent ([*]%) of the Issuance Fees imposed by the Bank, plus (ii) [*]-[*] percent ([*]%) of all Bank Fees other than the Issuance Fees, plus (iii) all Interchange Income earned on Cards, except for [*] basis points ([*] bps) on all signature-based transactions; provided, that Interchange Income earned by Bank shall be subject to audit by Servicer.

(b) However, if the Monthly Maintenance Fee described in Schedule 3-A is prohibited by law in any state in which the Wal-Mart Visa Gift Card is offered, Bank shall pay Servicer an additional [*] percent ([*]%) of the Bank Fees (including Issuance Fees) collected from residents of such state on those gift cards that are issued after the Monthly Maintenance Fee ceases to be collected.

(c) In addition to Section 4(b), if, at any time, the number of states that have prohibited collection of the Monthly Maintenance Fee represents more than [%] of Wal-Mart stores participating in the Wal-Mart Visa Gift Card Program at such time, the Bank shall pay Servicer an amount equal [*] percent ([*]%) of the Bank Fees (including Issuance Fees) collected from residents of such states with respect to those gift cards (i) that were issued prior to the date on which the Monthly Maintenance Fee ceases to be collected and (ii) from which not more than [*] ([*]) [*] of Monthly Maintenance Fees have been collected.

5. Payment of Base Servicing Fee. Servicer shall provide Bank with a monthly statement no later than [*] ([*]) [*] after the end of such calendar month showing the calculation of the Base Servicing Fee payable by Bank for each calendar month during the term of the Wal-Mart Visa Gift Card Program. Bank shall pay such Base Servicing Fee no later than [*] ([*]) [*] after receipt of such statement.

6. Bank Assumed Expenses. Servicer shall provide Bank with a monthly statement showing any Bank Assumed Expenses payable by Bank for each calendar month during the term of the Wal-Mart Visa Gift Card Program no later than [*] ([*]) [*] after the end of such calendar month. Bank shall pay the amount of such invoice on terms of net [*]. Bank Assumed Expenses are as follows: (1) all costs that result from the fraud, gross negligence or willful misconduct of Wal-Mart or its employees that is facilitated by information or a device obtained by an employee in connection with his or her employment, and (2) costs and expenses associated with the [*].

7. Pass Through of Wal-Mart Payments.

(a) Bank shall promptly forward all amounts paid by Wal-Mart in respect of the Wal-Mart Visa Gift Card Program Agreement for (i) [*], (ii) [*] or (iii) [*].

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(b) If, pursuant to the applicable agreements between Wal-Mart and Bank, Wal-Mart pays any amounts to Bank which serve as a reimbursement of costs incurred in connection with the Wal-Mart Visa Gift Card Program, or indemnity for losses suffered by Bank, the Parties agree to allocate such amounts between themselves on the basis of the respective costs or losses incurred by the Parties.

SCHEDULE 3-E
REPORTING PACKAGE

Reports

Authorization Details	Late	(12 pm CST)
Balance Inquiries on Gift Cards not activated	Late	(12 pm CST)
API Declines/Approvals	On-Time	
Merchant Credits	Late	(12 pm CST)
Sales Invoices	On-Time	
Monthly Cardholder Refund Reimb. Invoice	On-Time	
Monthly Settlement/Total Fees	On-Time	
Monthly Interchange Settlement	On-Time	
Reconciliation/Activity File	On-Time	
Daily Marketing Report Detail (Sales)	Late	(7 am CST)
Daily Marketing Report Detail (Purchased Card Usage)		(12 pm CST)
Weekly Top 500 Merchants	Late	(12 pm CST)
Monthly Marketing Report Detail	Late	(12 pm CST)
Compliance Reports	Late	Kristina Lockwood and Josh Kellam have discussed and agreed on timing

THIRD AMENDMENT TO CARD PROGRAM SERVICES AGREEMENT

This Third Amendment to Card Program Services Agreement ("Third Amendment"), dated as of February ____, 2008, is made by and between GE Money Bank, a federal savings bank ("Bank"), and Green Dot Corporation, a Delaware corporation ("Servicer"), and hereby amends that certain Card Program Services Agreement, dated as of October 27, 2006, by and between Bank and Servicer (the "Original Services Agreement") as amended by that certain Amendment to Card Program Services Agreement for the Meijer program, dated as of July 13, 2007 ("First Amendment") and as further amended by that certain Second Amendment to Card Program Services Agreement for the Wal-Mart gift card program, dated as of October 31, 2007 (the "Second Amendment"). Capitalized terms used but not defined herein shall have the same meaning ascribed to them in the Original Services Agreement. Bank and Servicer may be collectively referenced hereinafter as the "Parties."

WITNESSETH:

Whereas, Bank and Servicer are parties to the Original Services Agreement pursuant to which Servicer provides Bank certain services in connection with an initial prepaid card Program offered by Bank; and

Whereas, the Original Services Agreement as amended by the First Amendment and the Second Amendment (as so amended, the "Services Agreement") contemplates that the Parties might amend and supplement the Services Agreement to reflect Servicer's agreement to also provide services in connection with additional features to prepaid card Programs; and

Whereas, Bank and Servicer desire to amend and supplement the Services Agreement to add an additional feature to the Wal-Mart Program.

Now, Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the Parties, Bank and Servicer agree as follows:

I. Addition of Bill Payment Feature to Wal-Mart Program.

- A. Bank has contracted with CheckFree Services Corp. ("CheckFree") to assist Bank in offering a bill payment service (the "Bill Payment Service") to Cardholders whereby Cardholders in the Wal-Mart Program may access a website hosted by CheckFree to receive bills electronically, and use their Prepaid Cards to pay bills electronically and/or to pay bills or persons through the Bill Payment Service.
 - B. Servicer shall make the necessary modifications to the Cardholder website to allow Cardholders to (i) enroll in the Bill Payment Service and (ii) access the CheckFree website bill payment application (after entry of a password and authentication by Servicer) and use the Bill Payment Service. Servicer shall receive requests to authorize the use of Prepaid Cards in Bill Payment Service transactions from CheckFree in a mutually agreeable manner, and shall approve or decline such requests
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in accordance with standards used for other Prepaid Card transactions. Servicer shall further provide (i) first tier customer support to Cardholders with respect to Bill Payment Service transactions, which support shall include answering Cardholder questions regarding payment authorizations and declines, fees or credits for payment returns; and (ii) second tier customer support for the Bill Payment Service, which shall include obtaining information about such Service from CheckFree and providing it to the Cardholders; provided, however, that CheckFree shall be responsible for providing an application to Servicer to enable Servicer to research questions regarding payment processing and disputes in connection with such second tier customer support. CheckFree shall also be responsible, as part of such second tier customer support, for providing support with respect to any Cardholder question or dispute that requires contact with a payee. Servicer shall not be responsible for any failure of CheckFree to provide such application or research support in connection with second tier customer support.

- C. Bank shall, at all times when the Bill Payment Service is offered to Cardholders, maintain a contract with CheckFree. Servicer shall not be responsible for any obligation of Bank within such contract that are in addition to the obligations of Servicer under the express terms of the Servicing Agreement if Bank does not advise Servicer in advance. Bank shall advise Servicer in a reasonable time period of any changes to such contract that may have an effect on Servicer or its operations.
- D. Bank and Servicer shall settle transactions with CheckFree as described in Appendix 1 to this Third Amendment.
- E. To the extent that Bank and Wal-Mart agree to forbearance of certain Service Levels as a result of the Bill Payment Service, such forbearance shall apply to the corresponding service levels between Bank and Servicer as described in Schedule 1-C.

II. Amendment of Wal-Mart Program Schedules.

- A. Schedule 1-A, Schedule 1-A of the Services Agreement is hereby amended to add the following item to Section 6:

“(y) Online Bill Payment Fee: \$0.88”

- B. Schedule 1-B, Schedule 1-B of the Services Agreement is hereby amended to add the following to Section 4:

“4.4 Bill Payment Authorization

4.4.1 Servicer shall, together with the bill payment service provider, maintain an API (or other applicable communications protocol) mutually acceptable to Servicer and the bill payment service provider that each of Servicer and the bill payment service provider may use for processing and authorization of bill payments

and bill payment service customer enrollments.”

C. Schedule 1-D. Schedule 1-D of the Services Agreement is hereby amended to add the following to Section 5:

“(x) \$0.[*] of Online Bill Payment Fees received.”

D. Schedule 1-D. Bank agrees to (a) use reasonable efforts to recover amounts owing from CheckFree to Bank under Bank’s agreement with CheckFree with respect to losses for which Servicer is liable to Bank under the Services Agreement (if any) and to forward the same to Servicer, or (b) otherwise provide Servicer reasonable assistance in collecting such amounts from CheckFree.

E. Schedule 1-E. Schedule 1-E of the Services Agreement is hereby amended to add the following:

“Bill Payment Report Detail On-Time”

III. Miscellaneous.

A. Continuation. Except as expressly amended or supplemented hereby, the terms and conditions of the Services Agreement shall remain in full force and effect.

B. Inconsistency. In the event of any inconsistency between the terms of this Third Amendment and the Services Agreement, the terms of this Third Amendment shall control.

C. Counterparts. This Third 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.

IN WITNESS WHEREOF, the Parties have executed this Third Amendment by their duly authorized representatives as of the date and year first above written.

GE MONEY BANK

GREEN DOT CORPORATION

By: /s/ Margaret M. Keane
Name: Margaret M. Keane
Title: SVP, GE Money Bank

By: /s/ Mark Troughton
Name: Mark Troughton
Title: President, Cards & Network

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Appendix 1

Bill Payment Service Settlement

1. CheckFree shall, on each business day, via ACH debit, collect from Servicer an amount equal to the value of all payments made by Cardholders pursuant to the Bill Payment Service. CheckFree will send reporting to Servicer via a settlement file which includes the total bill payment amount, total number of transactions for that day and all details associated with each individual transaction. Servicer shall offset any amounts debited by CheckFree against any funds due to Bank pursuant to Section 4.12 and Schedule 1-F of the Services Agreement.
2. For purposes of determining compensation payable between the parties from Bill Payment Service Fees, CheckFree's system shall be the system of record for determining transaction counts with any variances corrected via a mutually agreed to process by all parties.
3. On the [*] of each month (or the next Business Day if such day is not a Business Day), Bank shall total all Bill Payment Service Fees deducted from the applicable Cards from the prior month and remit to Servicer all Bill Payment Service Fees collected less [*] per Bill Payment Service transaction.
4. On the [*] of each month (or the next Business Day if such day is not a Business Day), Servicer shall send to CheckFree a wire for its portion of Bill Payment Service Fees related to the Bill Payment Services for the prior month (\$[*] per transaction) and will include the total count of transactions for this amount.
5. Servicer shall have no responsibility for calculating any commissions earned by Wal-Mart pursuant to the use of the Bill Payment Service by Cardholders, or for remitting any such commissions to Wal-Mart.

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FOURTH AMENDMENT TO CARD PROGRAM SERVICES AGREEMENT

This Fourth Amendment to Card Program Services Agreement and Amendment to Network Membership Agreement ("Fourth Amendment") is made by and between GE Money Bank, a federal savings bank ("Bank"), and Green Dot Corporation, a Delaware corporation ("Green Dot" or "Servicer") as of November 1, 2008 (the "Fourth Amendment Effective Date"), and hereby amends that certain Card Program Services Agreement, dated as of October 27, 2006, by and between Bank and Servicer (the "Original Services Agreement") as amended by that certain Amendment to Card Program Services Agreement, dated as of July 13, 2007 ("First Amendment"), as further amended by that certain Second Amendment to Card Program Services Agreement, dated as of October 31, 2007 (the "Second Amendment"), and as further amended by that certain Third Amendment to Card Program Services Agreement, dated as of February 2008. Capitalized terms used but not defined herein shall have the same meaning ascribed to them in the Amended Services Agreement (as defined below). Bank and Servicer may be collectively referenced herein as the "Parties."

WITNESSETH:

WHEREAS, Bank and Servicer are parties to the Original Services Agreement pursuant to which Servicer provides Bank certain services in connection with an initial prepaid card Program offered by Bank; and

WHEREAS, the Original Services Agreement, including Schedules 1-A through 1-F, as amended by the First Amendment, Second Amendment and the Third Amendment (as so amended, the "Amended Services Agreement") contemplates that Servicer will provide certain Services to Bank, including in connection with the Wal-Mart Program; and

WHEREAS, Green Dot operates a Network and permits Bank's prepaid cardholders to load value onto Cards;

WHEREAS, Bank, Green Dot and Wal-Mart have entered into that certain Second Amendment to Prepaid Card Program Agreement dated October 30, 2008 (the "Wal-Mart Program Amendment"), and

WHEREAS, Bank and Green Dot desire to amend the Amended Services Agreement as a result of modifications to the Wal-Mart Program that are set forth in the Wal-Mart Program Amendment and to address certain other matters,

NOW, THEREFORE, in consideration of the following terms and conditions, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Amendments to the Amended Services Agreement.

A. Data Security.

- (1) The Parties agree that they shall modify Section 13.5 of the Amended Services Agreement, including Section 13.5(viii) of the Amended Services
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Agreement to the extent the corresponding provisions of the Wal-Mart Program Agreement are modified or deleted, as soon as practicable after Bank, Green Dot and Wal-Mart have agreed to a schedule to the Wal-Mart Program Amendment containing additional data privacy and security requirements of Retailer. Such modification may be effected by a letter agreement between Bank and Servicer.

- (2) Section 13.5 of the Amended Services Agreement is hereby amended by adding the following paragraph (vii), (viii) and (ix):

“(vii) Servicer shall, at all times during the Term of this Agreement, comply with Payment Card Industry Data Security Standards (PCI). Servicer shall not less than annually certify in writing to Bank that it is in compliance with PCI, and shall provide to Bank such additional information regarding its compliance as Bank may reasonably request from time to time.

(viii) Servicer will provide Bank’s legal department and Bank’s information security group with copies of its data privacy and security policies as they relate to a Program or Program Consumer Information at the request of Bank’s legal department. Servicer shall protect Program Consumer Information in a commercially reasonable manner, and shall provide a level of security that is at least as protective as the level of security that Servicer applies to its own Confidential Information. No electronic transmissions of Program Consumer Information may occur other than through a secure line or in encrypted form. Except for backup of Program Consumer Information that Servicer moves to a secondary disaster recovery site and/or an offsite storage facility, and the sharing of information with merchants in support of payment research, any physical removal of Program Consumer Information, irrespective of whether in electronic or hard-copy form, should be processed according to appropriate administrative, technical and physical security measures.

(ix) Bank and Servicer agree that Servicer’s PCI training shall satisfy the requirement in Section 8.4(k)(i) of the Wal-Mart Program Agreement that Green Dot maintain training programs to ensure that its employees and any others acting on its behalf are aware of and adhere to Bank’s information security program applicable to Program Consumer Information.”

- (3) Section 19 of the Amended Services Agreement is hereby amended by adding the following definitions:
-

“Bank Client Consumer Information” means a Cardholder’s name, address, telephone number and e-mail address, and any unique number assigned to the Card or the Cardholder.

“Program Consumer Information” means all information (i) provided to Bank by Cardholders or by third parties (other than the Bank Client whose marks or logos appear on Cardholder’s Card) in connection with the activation or servicing of a Card, (ii) that Bank receives in its capacity as the issuer and/or processor of Cards, (iii) Bank Client Consumer Information, and (iv) all information derived from (i), (ii) and / or (iii), to the extent that Servicer possesses such information.”

B. Escheatment. Section 7 of the Amended Services Agreement is hereby amended by adding the following Section 7.5:

“7.5 Escheatment.

(a) Servicer shall provide all services, including the payment of funds to applicable government agencies, delivery of notices to Cardholders and filing of necessary forms, in connection with all escheatment obligations in connection with each Program, including the escheatment of Cardholder balances, unactivated Cards and uncashed refund checks (each, an “Escheatable Obligations”), in the applicable jurisdiction under a Program in compliance with applicable law.

(b) Servicer shall establish and maintain a database in connection with the escheatment services that, among other things, identifies each Escheatable Obligation, the Program to which such Escheatable Obligation relates, the amount of each Escheatable Obligation, the jurisdiction and government agency to which the funds will be paid, and the date such funds are payable to the applicable government agency (the “Escheatment Database”) in accordance with procedures mutually agreed upon by the parties in writing from time to time (the “Escheatment Procedures”).

(c) On Monday of each week (or, if Monday is not a Business Day, on the next Business Day), Servicer shall deliver to Bank a report in a form and substance mutually agreed upon by the parties in writing from time to time (the “Weekly Escheatment Report”). Each Weekly Escheatment Report shall set forth the total amount of Escheatable Obligations paid by Servicer (the “Escheatment Amount”) since the Fourth Amendment Effective Date (for the first report) or the date of the last Weekly Escheatment Report (for each report thereafter). Bank shall pay to Servicer the Escheatment Amount set forth in the Weekly Escheatment report the next Business Day after receiving such Weekly Escheatment Report. The Bank will pay to Servicer the Escheatment Amount with

respect to a particular Program by including such Escheatment Amount in the daily settlement between Bank and Servicer for such Program. The parties may mutually agree in writing for Servicer to provide the Weekly Escheatment Reports on a more frequent basis. Notwithstanding anything to the contrary in this Section 7.5(c), Green Dot shall be responsible for making all required payments set forth in this Section 7.5 in a timely manner in accordance with applicable law.

(d) Within ten (10) Business Days after the end of each calendar month, Servicer shall deliver to Bank a report in a form and substance mutually agreed upon by the parties in writing from time to time (the "Monthly Escheatment Report") that sets forth cumulative escheatment activity for the immediately preceding month.

(e) Within ten (10) Business Days after each June 1 and December 1, Servicer shall deliver to Bank a report in a form and substance mutually agreed upon by the parties in writing from time to time (the "Semi-Annual Escheatment Report"). Each Semi-Annual Escheatment Report shall identify each Escheatable Obligation that Servicer has added to the Escheatment Database since the Fourth Amendment Effective Date (for the June 1, 2009 report) or the date of the last Semi-Annual Escheatment Report (for each report thereafter). Bank shall pay Servicer a one-time fee of \$[*] for each Escheatable Obligation added to the Escheatment Database by Servicer in accordance with the Escheatment Procedures (the "Escheatable Obligation Fee"). Each Semi-Annual Escheatment Report shall set forth the amount of Escheatable Obligation Fees payable by Bank to Servicer. Bank shall pay such amount in accordance with Section 5.3.

(f) In addition to amounts payable under Section 7.5(e), Bank shall pay Servicer a \$[*] for each calendar quarter that Service provides the escheatment services (the "Quarterly Escheatment Fee"). Servicer shall invoice Bank for each Quarterly Escheatment Fee. Servicer shall deliver such invoices not more than ten (10) Business Days after the end of each calendar quarter, and Bank shall pay such invoices in accordance with Section 5.3.

II. Amendments to Schedule 1-A of the Amended Services Agreement. Schedule 1-A of the Amended Services Agreement is hereby amended and restated in its entirety as set forth in Exhibit A hereto.

III. Amendments to Schedule 1-B of the Amended Services Agreement. Schedule 1-B of the Amended Services Agreement is hereby amended by adding the following Section 13.4:

"13.4 PCI Data Security Standards. Servicer agrees that the Cardholder website shall comply with the Payment Card Industry Data Security Standard, and that Servicer is responsible for any payment card data in its possession or control."

* **Confidential Treatment Requested.**

IV. Amendments to Schedule 1-C of the Amended Services Agreement.

A. Section I of Exhibit A of Schedule 1-C is hereby amended by adding the new Service Levels attached hereto as Exhibit B (each such additional Service Level, a "Super Service Level"). Exhibit B also shows the portion of each Super Service Level attributable to Servicer ("Servicer's Default Level") and to Bank ("Bank's Default Level"). For clarity, Bank's sole remedy with respect to a failure by Servicer to meet such Super Service Levels (a "Super Service Level Failure") are described in Section 7 of Schedule 1-C.

B. Schedule 1-C of the Amendment Services Agreement is hereby amended by adding the following new Section 2.2:

"The terms Bank's Default Level, Servicer's Default Level, Super Service Level, and Super Service Level Failure shall have the meanings assigned to such terms in the Fourth Amendment."

C. Schedule 1-C of the Amended Services Agreement is hereby amended by adding the following new Section 7:

"7. Super Service Level Remedies

7.1 Super Service Level Failures.

(a) In each instance of a Super Service Level Failure, Servicer shall: (i) investigate and report to Bank on the root cause(s) of the failure, (ii) advise Bank, as and to the extent requested, of the status of remedial efforts being undertaken with respect to the failure; (iii) notify Bank of the steps which Servicer believes should be taken to correct the failure; (iv) promptly take the necessary steps and resume meeting the Super Service Level; (v) take appropriate preventive measures so that such failure does not recur; and (vi) ensure that the specific Super Service Level Failure is accurately recorded in the applicable report.

(b) If Servicer determines that the root cause(s) of the failure may be related to Bank or Bank systems, Bank shall: (i) investigate and report to Servicer on the root cause(s) of the failure, (ii) advise Servicer, as and to the extent requested, of the status of remedial efforts being undertaken with respect to the failure; (iii) notify Servicer of the steps which Bank believes should be taken to correct the failure; (iv) promptly take the necessary steps and resume meeting the Super Service Level; (v) take appropriate preventive measures so that such failure does not recur; and (vi) ensure that the specific Super Service Level Failure is accurately recorded in the applicable report

7.2 Super SLA Credits.

(a) General. Servicer shall pay a penalty to Bank if: (i) Servicer fails to meet the Servicer's Default Level with respect to any Super Service Level; and (ii) Bank is obligated to pay a penalty to Wal-Mart under Section 9.4(b) of the Triparty Agreement because of a Super Service Level Failure.

(b) Amount. The amount of the penalty payable by Servicer to Bank under Section [*] shall be: (i) [*] for the [*] failure in any rolling [*] ([*]) [*]; (ii) \$[*] for the [*] failure in any rolling [*] ([*]) [*]; and (iii) \$[*] for the [*] failure and each subsequent failure in any rolling [*] ([*]) calendar [*] to meet the applicable default level (each such penalty, a "Super SLA Penalty"); provided, however that the amount of such penalty shall be subject to reduction as provided in Section 7.2(d).

(c) Multiple Failures. Due to the interdependency of the Super Service Levels, [*] Super SLA Penalty shall be payable with respect to performance in any [*], whether Servicer fails to meet [*] of Servicer's Default Levels in that [*]. In addition, failure to meet [*] of Servicer's Default Levels in [*] shall [*] for purposes of calculating the penalty for any subsequent failure.

(d) Reduction in Penalty. If Servicer is required to pay a penalty under Section 7.2(a), and Bank failed to meet Bank's Default Level, the amount of Servicer's penalty determined under Section 7.2(b) shall be reduced by a percentage determined by dividing (i) the percent by which Bank [*] (ii) the [*] the percent by which [*] the percent that [*].

(e) Example. Bank is obligated to pay a penalty to Wal-Mart under Section 9.4(b) of the Triparty Agreement because Bank and Servicer failed to meet Super Service Level [*]. Servicer missed Servicer's Default Level by [*]% and Bank missed Bank's Default Level by [*]%. The Super SLA Penalty payable by Servicer would be reduced under Section 7.2(d) by [*]%, (i.e., [*]% divided by [*]% minutes ([*]% plus [*]%).

V. Amendments to Schedule 1-D of the Amended Services Agreement. Schedule 1-D of the Amended Services Agreement is hereby amended and restated in its entirety as set forth in Exhibit C hereto.

VI. Amendments to Schedule 1-E of the Amended Services Agreement. Schedule 1-E of the Amended Services Agreement is amended by adding for following:

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“The Parties shall reasonably cooperate to produce such other reports as Wal-Mart reasonably may specify from time to time.”

VII. Miscellaneous.

A. Continuation. Except as expressly amended or supplemented hereby, the terms and conditions of the Amended Services Agreement shall remain in full force and effect.

B. Inconsistency. In the event of any inconsistency between the terms of this Fourth Amendment and the Services Agreement, the terms of this Fourth Amendment shall control.

C. Counterparts. This Fourth Amendment may be executed simultaneously in any number of counterparts, each of which may be deemed an original but all of which together constitute one and the same agreement. The Parties may execute and deliver signatures to this amendment electronically, including by facsimile.

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IN WITNESS WHEREOF, the Parties have executed this Fourth Amendment by their duly authorized representatives as of the date and year first written above.

GE MONEY BANK

GREEN DOT CORPORATION

By: /s/ Margaret M. Keane
Name: Margaret M. Keane
Title: EVP, GEMB

By: /s/ Steven Streit
Name: Steven Streit
Title: CEO

EXHIBIT A

AMENDED AND RESTATED SCHEDULE 1-A

DESCRIPTION OF THE WAL-MART PROGRAM

1. Bank Client. Wal-Mart Stores, Inc., a Delaware corporation, Wal-Mart Stores Texas L.P., a Texas limited partnership, Wal-Mart Louisiana, LLC, a Delaware limited liability company, Wal-Mart Stores East, Inc., an Arkansas corporation, and Wal-Mart Stores East, L.P., a limited partnership formed under the laws of Delaware (each of the foregoing, individually and collectively, "Bank Client" or "Wal-Mart").

2. Networks.

(a) Initial PIN Card Network: Interlink

(b) Initial Signature Card Network: Visa

(c) Servicer shall provide all goods and services necessary to (i) at Wal-Mart's request, launch a Wal-Mart Prepaid Card with another Network Provider (as such term is defined in the Triparty Agreement) in accordance with Section 1.10 of the Triparty Agreement, (ii) launch a Wal-Mart Prepaid Card that bears the MasterCard marks in accordance with Section 1.10 of the Triparty Agreement; and (iii) convert outstanding Wal-Mart Prepaid Cards to a new signature and/or PIN network in accordance with Section 1.10 of the Triparty Agreement upon Wal-Mart's request and at Wal-Mart's expense.

3. Card Branding.

(a) Private label Wal-Mart Card ("Single Pak-Card")

(b) Private label Wal-Mart SharePak Card (including Student Edition) ("Share Pak Card")

4. Accounts Accessed.

(a) Value loaded on Wal-Mart branded Cards ("Wal-Mart Prepaid Cards") will be an FDIC-insured deposit.

(b) Wal-Mart Prepaid Cards will access a pooled, general ledger account at Bank.

5. Issuance.

(a) Single Pak Card: temporary instant issue Card that is purchased at Wal-Mart point-of-sale locations ("Temporary Card") followed by a permanent Card embossed with Cardholder's name that is mailed to Cardholder ("Permanent Card"). Both Cards may be used in PIN-based or signature-based Transactions.

(b) Share Pak Card: Temporary Card that is purchased at Wal-Mart point-of-sale locations followed by two (2) Permanent Cards.

6. **Features and Functionality.** The Program for Wal-Mart (the "Wal-Mart Program") and Wal-Mart Cards shall have the features, functionality and/or capabilities described in that certain Prepaid Card Program Agreement dated October 20, 2006 by and among Bank, Green Dot and Bank Client (as amended, the "Triparty Agreement"). Subject to Bank's ownership of, and exclusive right to make changes to, the Wal-Mart Program, Servicer shall use commercially reasonable efforts to ensure that the Wal-Mart Prepaid Cards continue to lead innovation by carrying highly competitive features and capabilities viewed as a whole.

7. **Cardholder Fees.** The following list represents all fees to Wal-Mart Prepaid Cards, effective February 18, 2008. Notwithstanding the foregoing, fees listed in subsection (f), (h) and (m) below may vary depending on the cardholder agreement contained with the packaging for Wal-Mart Prepaid Cards, in each case as separately identified.

- (a) Initial Card Sale Fees (Single Pak: Non-Check Cashing): \$3.00 (Temporary Card Only)
 - (b) Initial Card Sale Fees (Share Pak: Non-Check Cashing and Student Card): \$6.00 (Temporary Card Only)
 - (c) Reload Fees at Wal-Mart POS (Non-Check Cashing): \$3.00 (Permanent Card Only)
 - (d) Reload Fees at Wal-Mart POS (Check Cashing): \$0.00 (Permanent Card Only)
 - (e) Reload Fees at Wal-Mart using MoneyPak: \$4.64 (Permanent Card Only)
 - (f) ATM Withdrawal (domestic, including from a bank teller): \$2.00 (\$1.95 if so disclosed in cardholder agreement)
 - (g) ATM Withdrawal (international, including from a bank teller): \$2.00
 - (h) ATM Balance Inquiry: \$1.00 (\$0.75 if so disclosed in cardholder agreement)
 - (i) Negative Balance: \$0.00 (No overdraft fees)
 - (j) Special Assistance Fee: \$0.00
 - (k) Lost/Stolen Replacement: \$3.00
 - (l) 2nd Card Fee: \$3.00 (Permanent Card Only)
 - (m) Expedited Card Delivery Fee: \$20.00 (Permanent Card Only) (\$19.95 if so disclosed in cardholder agreement)
 - (n) Paper Statement Fee: \$0.00
-

- (o) Cash Advance Fee: 52.00
- (p) Direct Deposit Fee: \$0.00 (Permanent Card Only)
- (q) Account Closure Fee: \$0.00
- (r) PIN Debit Purchase Fee: \$0.00
- (s) Signature Purchase Fee: \$0.00
- (t) Fee for Cash Back on Purchase at POS: \$0.00
- (u) Monthly Maintenance Fee: \$3.00
- (v) International Transaction Fee: 2% of the transaction amount
- (w) Other: As may be set forth in Triparty Agreement
- (x) Upgrade from the Wal-Mart Visa Gift Card described in Schedule 3-A to the Amended Services Agreement to a Permanent Card issued under the program described in this Schedule 1-A: \$5.00
- (y) Online Bill Payment Fee: \$0.88

8. Term of Wal-Mart Program; Interim Services. Unless the Agreement has been earlier terminated:

(a) this Schedule shall commence on the Effective Date and shall be co-terminus with the earlier to occur of (i) termination of the Triparty Agreement, and (ii) termination of either Bank's or Servicer's rights under the Triparty Agreement (hereinafter, the "Term"). Upon termination of the Wal-Mart Program, in the event that (A) Wal-Mart does not exercise its right to purchase the Wal-Mart Prepaid Cards from Bank as described in the Triparty Agreement, and (B) Bank terminates Servicer's right to service such Wal-Mart Prepaid Cards, subject to any necessary filings or governmental approvals, Bank shall transfer to Servicer or Servicer's designee any Wal-Mart Prepaid Cards originated in the four (4) months prior to termination. Upon such transfer, Bank shall pay to Servicer or Servicer's designee in immediately available funds and shall be an amount equal to the aggregate dollar amount loaded on Wal-Mart Prepaid Cards as of the closing date of the transfer; and

(b) notwithstanding Section 8(a), at Bank's option, Servicer shall provide Interim Services (as such term is defined in the Triparty Agreement) on Bank's behalf in the manner and during the period set forth in Section 14.4(e) of the Triparty Agreement.

9. Right of First Refusal; Green Dot Branded Cards.

(a) Servicer shall have the right to participate in the right of first refusal related to non-Wal-Mart branded cards granted to Bank in the Triparty Agreement. Bank shall not waive or modify any such right without Servicer's prior written consent.

(b) Bank shall have the right to issue Cards branded with the "Green Dot" name that are distributed by Wal-Mart at one or more of its stores in accordance with the Triparty Agreement.

10. Road-to Credit Bounties. In the event any bounties are paid to Bank in consideration of a road-to-credit program as described in the Triparty Agreement, such bounties shall be added to the Program Revenue set forth in Schedule 1-D and Servicer shall have a right to share in such bounties as part of its Servicing Fee as described in such schedule.
 11. Implementation of Modified Cardholder Fees. Servicer shall implement the fee changes for Wal-Mart Prepaid Cards, and shall ship Temporary Cards and Permanent Cards, each in accordance with Section 2(a)(2) of the Wal-Mart Program Amendment.
 12. Frequent User Pricing Plan. Servicer and Bank shall each use commercially reasonable efforts to implement a frequent user pricing plan as contemplated by Section 1.5(d)(v) of the Triparty Agreement. For the avoidance of doubt, the Parties agree that the continuation of the Preferred Plan in effect as of the Fourth Amendment Effective Date shall be deemed to satisfy this section if Wal-Mart agrees in writing, including by electronic mail, that such Preferred Plan satisfies Bank's obligation under Section 1.5(d)(v) of the Triparty Agreement.
 13. Domain Name Registration. Servicer shall transfer the registration of the domain name www.walmartmoneycard.com to Wal-Mart by no later than January 30, 2009.
 14. Servicer Financial Information. Servicer shall provide to Bank the same financial information and/or notifications regarding its financial condition as it provides to Retailer under the Triparty Agreement, including the notice set forth in Section 4.6 of the Triparty Agreement (Interest Coverage Ratio).
 15. Purchaser Information. In the event that Wal-Mart elects to purchase Wal-Mart Prepaid Cards in accordance with the Triparty Agreement, Servicer shall, upon Wal-Mart's request, promptly (and in any event, no later than fourteen (14) days after a request), provide such information regarding the Wal-Mart Prepaid Cards and related balances, fees, and transaction history as Wal-Mart and/or its designate reasonable may require in connection with a prospective purchase of the Wal-Mart Prepaid Cards.
 16. Data Security and Privacy Amendments. Bank and Servicer each acknowledge that the Parties and Wal-Mart intend to further amend the Triparty Agreement to further address Wal-Mart's data privacy and security requirements. The Parties agree to act in good faith to amend this Agreement promptly after such executing such amendment to the Triparty Agreement if Bank determines that such an amendment is reasonably necessary to ensure that Servicer's obligations under this Agreement are at least as stringent as Bank's obligations to Wal-Mart under such amendment.
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EXHIBIT B

SUPER SERVICE LEVELS

Each of the following Super Service Levels shall be subject to a ([*]) [*] grace period from the Fourth Amendment Effective Date. In addition, the [*] failure to achieve the default level shall not trigger the payment of a Super SLA Penalty. Super Service Levels will be measured on a [*] basis.

<u>Service Level</u>	<u>Definition</u>	<u>Defect Definition</u>	<u>Calculation</u>	<u>Super Service Level</u>	<u>Bank Default Level (3/1/09 and after)</u>	<u>Servicer Default Level (311/09 and after)</u>
12. Card Sales and POS Card Reload System Availability	Percentage of Availability of the Authorization System for Card Sales and POS Card Reloads	[*]	[*]	[*]% (e.g., not more than [*] minutes of Downtime (other than Excused Downtime) in a [*], and not more than [*] minutes of Downtime (other than Excused Downtime) in a [*])	[*]% (e.g., not more than [*] of Downtime (other than Excused Downtime) in a [*], and not more than [*] of Downtime (other than Excused Downtime) in a [*])	[*]% (e.g., not more than [*] minutes of Downtime (other than Excused Downtime) in a [*]), and not more than [*] of Downtime (other than Excused Downtime) in a [*])
13. Card Sales and POS Card Reload System Response Time.	Timeliness of the Authorization System for Card Sales and POS Card Reloads		[*]	[*] seconds	[*] ms	[*] ms

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EXHIBIT C
AMENDED AND RESTATED SCHEDULE 1-D

SERVICING FEES

1. Right to Program Revenues. Bank shall be entitled to (a) all fees payable by and actually collected from Cardholders under the terms of the Cardholder Agreement, (b) all interchange income and other similar amounts payable under the Network Rules to the issuer of the Cards, and any amounts payable to Bank in an arrangement with the Network regarding interchange amounts (collectively, "Interchange Income") (Interchange Income does not include the incentive payment by Visa for the Program pursuant to an agreement between Visa and Bank, or any Network Incentive Payment (as defined in Section 2)), and (c) all amounts paid by Wal-Mart to Bank pursuant to Section 1.5(d)(i)(E) of the Triparty Agreement. For clarity, Bank shall be entitled to all fees charged to Cardholders upon issuance or loading via POS of the Cards at Bank Client locations. All fees and income described in this Section 1 shall hereinafter be referred to as the "Program Revenue." Notwithstanding anything to the contrary in this Agreement, fees and income from the Wal-Mart Visa Gift Card Program shall not be included in the definition of "Program Revenue."
2. Network Incentive Payments. Beginning October 31, 2008, Servicer shall be entitled to [*] incentive payments from Visa for the Program pursuant to an agreement between Visa and Bank. To the extent Bank offers any Card product to Wal-Mart other than a Wal-Mart-branded Visa card, the Parties agree that Servicer shall be entitled to [*] Network incentive payments (the "Network Incentive Payments").
3. Servicing Fee.
 - (a) "Wal-Mart Commissions" shall mean those commissions payable by Bank to Wal-Mart in accordance with Section 5.2 of the Triparty Agreement
 - (b) Bank shall pay a servicing fee (the "Servicing Fee") to Servicer, which shall equal the [*] less (i) [*] basis points times the amount of all loads to Wal-Mart Prepaid Cards (including, without limitation, direct deposits, initial loads to Temporary Cards, POS loads to Permanent Cards at Participating Stores (as such term is defined in the Triparty Agreement), POS loads to Permanent Cards at a retailer other than Wal-Mart, purchases of reload packs, and online loads), (ii) [*]% times the amount of the load fee charged to the cardholder for each POS load at a Wal-Mart store to a prepaid card or stored value card other than a Wal-Mart Prepaid Card, (iii) Wal-Mart Commissions payable by Bank (other than quarterly true up payments between the parties, which shall be governed by Section 4(c)).
4. Payment of Servicing Fee.
 - (a) On each Business Day, Servicer will send Bank a statement ("Daily Statement") that contains, for the period since the last Daily Statement, a calculation of the Servicing Fee. The Daily Statement will itemize, for the relevant period, (i) items (a) through (c) in Section 1, and (ii) items (i) — (iii) in Section 3(b), and shall deduct the amount in Section

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4(a)(ii) from the amount in Section 4(a)(i) to determine the Servicing Fee payable to Servicer. Servicer shall deliver to Bank the Daily Statement for a Business Day, and any non-Business Days following the last Business Day, on the Business Day after the day(s) for which the Daily Statement is provided. Bank shall pay the Servicing Fee set forth in the Daily Statement on the [*] after it receives the Daily Statement, subject to the confirmation of the calculations therein.

(b) On a monthly basis, Servicer shall refund to Bank a portion of the Servicing Fee in an amount equal to the Interest Rate times the amount of funds held by Servicer's settlement bank that represents the load value of unactivated Temporary Cards prior to the activation of such Temporary Cards and transfer of such funds to Bank as of the last Business Day of the calendar month. The "Interest Rate" means [*] the [*], as published in the Wall Street Journal as of the last Business Day of each calendar month. Servicer shall provide Bank with a statement no later than ten (10) days after the end of each calendar month showing the calculation of the Servicing Fee refund payable to Bank for the preceding calendar [*] during the term of the Wal-Mart Program. [*] shall pay such [*] no later than [*] ([*]) [*] after delivery of such statement.

(c) The parties acknowledge that Bank pays Wal-Mart Commissions on transactions on an estimated basis, and that the actual amount of Wal-Mart Commissions is determined [*], with an adjustment payment from Bank to Wal-Mart (if the actual Wal-Mart Commissions are greater than the estimated Wal-Mart Commissions paid by Bank) or from Wal-Mart to Bank (if the actual Wal-Mart Commissions are less than the estimated Wal-Mart Commissions paid by Bank). At least [*] ([*]) [*] before each such [*] true up between Bank and Wal-Mart, Servicer shall deliver to Bank a report that sets forth in reasonable detail the amount of any [*] true up payment by or to Wal-Mart. If Wal-Mart makes a [*] true up payment to Bank, Bank shall pay such amount to Servicer as an additional [*] no later than [*] ([*]) [*] after receipt by Bank. If Wal-Mart receives a [*] true up payment from Bank, [*] shall provide Bank with a [*] previously received in the amount of such [*] true up no later than [*] ([*]) [*] before Bank is obligated to make such [*] true up payment to [*].

5. Bank Assumed Expenses. Servicer shall provide Bank with a monthly statement showing any Bank Assumed Expenses payable by Bank for each calendar month during the term of the Wal-Mart Program no later than [*] ([*]) [*] after the end of such calendar month. Bank shall pay the amount of such invoice on terms of net [*]. Bank Assumed Expenses are solely limited to all costs that result from fraud, gross negligence or willful misconduct of Bank Client or its employees that is facilitated by information or a device obtained by an employee in connection with his or her employment.

6. Other. [*] is responsible for all issuer side losses with respect to the Wal-Mart Program.

7. Pass Through of Wal-Mart Payments.

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(a) Bank shall promptly forward to Servicer [*]% of the Early Termination Fee and [*]% of the REP Early Termination Fee paid by Wal-Mart to Bank. Early Termination Fee and RFP Early Termination Fee are defined in the Triparty Agreement.

(b) In the event that:

- (i) a conversion as described in Section 1.10 of the Triparty Agreement occurs, or
- (ii) reissuance of customer identification cards as described in Section 2.4 of the Triparty Agreement occurs, or
- (iii) Program Expenses as defined in Section 3.1(d) of the Triparty Agreement are incurred, or
- (iv) any indemnification obligation of Wal-Mart as described in the Triparty Agreement arises, or
- (v) Bank receives any similar payment from Wal-Mart under the Triparty Agreement,

then any amounts paid by Wal-Mart to Bank as a result of such event which serve as a reimbursement by Wal-Mart of costs incurred in connection with the Wal-Mart Program shall be allocated between the Parties in respect of the costs or expenses incurred by the Parties.

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FIFTH AMENDMENT TO CARD PROGRAM SERVICES AGREEMENT

This Fifth Amendment to Card Program Services Agreement ("Fifth Amendment") is made by and between GE Money Bank, a federal savings bank ("Bank"), and Green Dot Corporation, a Delaware corporation ("Green Dot" or "Servicer") as of November 19, 2009 (the "Fifth Amendment Effective Date"), and hereby amends that certain Card Program Services Agreement, dated as of October 27, 2006, by and between Bank and Servicer (the "Original Services Agreement") as amended by that certain Amendment to Card Program Services Agreement, dated as of July 13, 2007 (the "First Amendment"), that certain Second Amendment to Card Program Services Agreement, dated as of October 31, 2007 (the "Second Amendment"), that certain Third Amendment to Card Program Services Agreement, dated as of February 2008 (the "Third Amendment"), and that certain Fourth Amendment to Card Program Services Agreement, dated as of November 1, 2008 (the "Fourth Amendment"). Capitalized terms used but not defined herein shall have the same meaning ascribed to them in the Amended Services Agreement (as defined below). Bank and Servicer may be collectively referenced herein as the "Parties."

WITNESSETH:

WHEREAS, Bank and Servicer are parties to the Original Services Agreement pursuant to which Servicer provides Bank certain services in connection with an initial prepaid card Program offered by Bank; and

WHEREAS, the Original Services Agreement as amended by the First Amendment, Second Amendment, Third Amendment and the Fourth Amendment (as so amended, the "Amended Services Agreement") contemplates that Servicer will provide certain Services to Bank, including in connection with the Wal-Mart Program and the Wal-Mart Visa Gift Card Program; and

WHEREAS, Green Dot operates a Network and permits Bank's prepaid cardholders to load value onto Cards; and

WHEREAS, Bank, Green Dot and Wal-Mart have entered into that certain Fourth Amendment to Prepaid Card Program Agreement dated October [___], 2009 (the "Wal-Mart Fourth Prepaid Card Amendment"), and Bank and Wal-Mart have entered into that certain Amendment to Open Network Gift Card Program Agreement dated November [___], 2009 (the "Wal-Mart Gift Card Amendment"); and

WHEREAS, Bank and Green Dot desire to amend the Amended Services Agreement as a result of modifications to the Wal-Mart Program that are set forth in the Wal-Mart Fourth Prepaid Card Amendment, and as a result of modifications to the Wal-Mart Visa Gift Card Program that are set forth in the Wal-Mart Gift Card Amendment, and to address certain other matters;

NOW, THEREFORE, in consideration of the following terms and conditions, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

I. Amendments to the Amended Services Agreement.

A. Green Dot Payments. Section 4.12(f) of the Amended Services Agreement is hereby amended by adding the text below to the end of Section 4.12(f):

In addition, and without limitation of Servicer's obligations under the Amended Services Agreement, [*] shall pay to [*] all amounts required to be paid by [*] to [*] with respect to (a) the card sales volume bonus set forth in Section 2(g) of the Wal-Mart Fourth Prepaid Card Amendment, and (b) the [*] (\$[*]) marketing campaign contribution set forth in Section 2(h) of the Wal-Mart Fourth Prepaid Card Amendment. [*] shall pay such amounts to Bank not less than [*] ([*]) Business Days prior to date on which [*] is required to pay [*]. In the event that [*] fails to pay [*] in a timely manner any amount due under this Section 4.12(f), [*] may offset such unpaid amount against any Servicing Fees payable by [*] to [*] in connection with any Program. In the event that such payments to [*] are not required or not made, then [*] funds to [*].

B. Networks. Section 4.13 of the Amended Services Agreement is amended by designating the existing text as paragraph (a) and adding the following as paragraph (b):

(b) Notwithstanding Section 4.13(a) of the Amended Services Agreement to the contrary, [*] may [*] or [*] to issue Gift Cards in the Wal-Mart Visa Gift Card Program, including by issuing Gift Cards [*] (including [*] or [*]). For the avoidance of doubt, nothing in this Amended Services Agreement shall prohibit [*] from [*], exercising its reasonable commercial judgment, [*] any [*] of an agreement between Wal-Mart and [*].

II. Pilot Cards Amendments.

A. Pilot Program; Bank Waiver and Consent. Bank acknowledges that Green Dot and Wal-Mart mutually desire to participate in a pilot program as set forth in Section 3 of the Wal-Mart Fourth Prepaid Card Amendment (the "Pilot Program") pursuant to which Wal-Mart will, for a period of [*], distribute, promote and sell Green Dot-branded reloadable prepaid debit cards issued by Columbus Bank & Trust Company (the "Pilot Cards") at approximately [*] Wal-Mart stores in the United States. Solely with respect to the Pilot Program, Bank hereby (i) consents to the sale of such Pilot Cards as part of the Pilot Program for such [*] period and Green Dot's negotiation of and participation in the Pilot Program, (ii) waives its right to issue such cards under Section 9(b) of Amended and Restated Schedule 1-A and (iii) waives its right of first refusal to issue such cards under Section 2(d) of that certain Network Membership Agreement by and between Servicer in its capacity as network operator and Bank dated October 27, 2006. Such waiver and consent shall not be applicable beyond the Pilot Program.

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B. Intermediary Services. Bank shall provide the Intermediary Services set forth in Section 16.3 of the Amended Services Agreement with respect to the Pilot Card. Bank shall have no other obligations or liabilities with respect to the Pilot Cards.

C. Pilot Program Fee. [*] shall pay to [*] an amount equal [*] ([*]) basis points times the amount of all loads to Pilot Cards (including, without limitation, direct deposits, initial loads to temporary Pilot Cards, POS loads at Participating Stores (as such term is defined in the Triparty Agreement), POS loads to Pilot Cards at a retailer other than Wal-Mart, purchases of reload packs, and online loads). [*] shall make such payments to [*] in arrears, within [*] ([*]) days after the end of the immediately preceding month.

III. Amendments of the Wal-Mart Visa Gift Card Schedules.

A. Schedule 3-A.

(1) Term. Section VIII of Schedule 3-A is hereby amended by deleting such section and replacing it with the following:

VIII. Term of Wal-Mart Visa Gift Card Program. The Wal-Mart Visa Gift Card Program and this Schedule 3-A shall commence on the Launch Date set forth in Article III of this Schedule 3-A, and shall terminate upon the earlier of the termination of that certain Open Network Gift Card Program Agreement dated as of October 1, 2007 by and among Bank and Wal-Mart (the "Wal-Mart Visa Gift Card Program Agreement"), as amended by the Wal-Mart Gift Card Amendment, which, among other things, extends the term of the Wal-Mart Visa Gift Card Program, or the general termination of the Amended Services Agreement.

(2) True-up of Wal-Mart Gift Card Commissions. Servicer acknowledges that Bank and Wal-Mart agreed in the Wal-Mart Gift Card Amendment to modify the Wal-Mart Gift Card Commission payable by Bank to Wal-Mart and that such modification is effective on a retroactive basis as of [*]. Servicer shall pay to Bank any amount payable by Bank to Wal-Mart with respect to Wal-Mart Gift Card Commissions, as modified in the Wal-Mart Gift Card Amendment, for the period commencing [*] through and including the Fifth Amendment Effective Date (the "Wal-Mart True Up Payment"). Servicer shall pay such amounts to Bank not less than two (2) Business Days after the date on which Wal-Mart requests such payment from Bank.

(3) Removal of Unsold Inventory. Following the termination of the Wal-Mart Visa Gift Card Program, [*], at its expense, shall remove unsold Gift Card inventory from Wal-Mart stores.

(4) Bank's Agreement with Wal-Mart. Notwithstanding anything in Section IX of Schedule 3-A to the contrary, Servicer hereby consents to the Wal-Mart Gift Card Amendment, as the same is attached as Exhibit A hereto.

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B. Schedule 3-D.

(1) Networks. Section 2 of Schedule 3-D is hereby amended by adding the following paragraph (c):

(c) The Parties each acknowledge and agree that (i) the Visa Agreement terminates on [*], (ii) Visa has no obligation to make any Network Incentive Payments or Exclusivity Payments to Bank for any period after such date, (iii) Servicer has no further rights with respect to such Network Incentive Payments or Exclusivity Payments for any period after [*], unless any additional payments are made to Bank, whether through an extension of the Visa Agreement or under a replacement agreement (in which case such payments shall be used for the benefit of the Program as mutually agreed upon by Servicer and Bank), (iv) Wal-Mart is entitled to receive marketing and support payments from a Network for any period after [*]; and (v) that Bank shall remit the balance of the program marketing fund to Wal-Mart within [*] ([*]) Business Days after receiving the final Network Incentive Payment from Visa.

(2) Base Servicing Fees. Section 4 of Schedule 3-D is hereby amended by deleting such section and replacing it with the following:

4. Base Servicing Fee.

(a) Commencing retroactively to [*]: (i) the “Wal-Mart Gift Card Commission” shall mean the applicable [*] for each Gift Card sold less \$[*] and (ii) the “Base Servicing Fee” payable by Bank shall be equal to (a) the amount of [*] minus (b) Wal-Mart Gift Card Commissions payable by Bank, and minus (c) [*] ([*]) basis points times the volume of all transactions, including all purchase transactions made with Gift Cards. Bank shall pay to Servicer a single true-up payment retroactively reflecting the economic terms set forth in this Section 4(a) as if the same were in effect for the period commencing [*] through and including the Fifth Amendment Effective Date (the “Servicer True Up Payment”). Bank shall pay the Servicer True Up Payment to Servicer not later than [*] ([*]) days after the date that Bank pays the Wal-Mart True Up Payment to Wal-Mart.

(b) If at any time and from time to time, the number of states that have prohibited Bank from collecting the monthly maintenance fee represents more than [*]% of Wal-Mart stores participating in the Wal-Mart Via Gift Card Program at such time (and at each [*]% increment thereafter), Servicer may request that Bank engage Wal-Mart in negotiations to modify the Wal-Mart Visa Gift Card Program economics (the “Program Economics”) between Wal-Mart and Bank under the Wal-Mart Visa Gift Card Program Agreement. If so requested, Bank shall use

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commercially reasonable efforts to engage Wal-Mart in the good faith renegotiation of the Program Economics. If Wal-Mart and Bank enter into an agreement or amendment to modify the Program Economics in a manner favorable to Bank, then promptly thereafter, Bank and Servicer shall enter into amendment that modifies the Base Servicing Fee so that Servicer receives the economic benefit of the modifications to the Program Economics.

IV. Wal-Mart Fourth Prepaid Card Amendment. Servicer hereby consents to the changes to the Triparty Agreement set forth in the Wal-Mart Fourth Prepaid Card Amendment.

V. Miscellaneous.

A. Continuation. Except as expressly amended or supplemented hereby, the terms and conditions of the Amended Services Agreement shall remain in full force and effect.

B. Inconsistency. In the event of any inconsistency between the terms of this Fifth Amendment and the Amended Services Agreement, the terms of this Fifth Amendment shall control.

C. Counterparts. This Fifth Amendment may be executed simultaneously in any number of counterparts, each of which may be deemed an original but all of which together constitute one and the same agreement. The Parties may execute and deliver signatures to this amendment electronically, including by facsimile.

Remainder of page intentionally left blank

IN WITNESS WHEREOF, the Parties have executed this Fifth Amendment by their duly authorized representatives as of the date and year first written above.

GE MONEY BANK

GREEN DOT CORPORATION

By: /s/ Margaret M. Keane
Name: Margaret M. Keane
Title: EVP, GEMB

By: /s/ Steven Streit
Name: Steven Streit
Title: CEO

SIXTH AMENDMENT TO CARD PROGRAM SERVICES AGREEMENT

This Sixth Amendment to Card Program Services Agreement ("Sixth Amendment") is made by and between GE Money Bank, a federal savings bank ("Bank"), and Green Dot Corporation, a Delaware corporation ("Green Dot" or "Servicer"), dated May 27, 2010, and hereby amends that certain Card Program Services Agreement, dated as of October 27, 2006, by and between Bank and Servicer (the "Original Services Agreement") as amended by that certain Amendment to Card Program Services Agreement, dated as of July 13, 2007 (the "First Amendment"), that certain Second Amendment to Card Program Services Agreement, dated as of October 31, 2007 (the "Second Amendment"), that certain Third Amendment to Card Program Services Agreement, dated as of February 2008 (the "Third Amendment"), that certain Fourth Amendment to Card Program Services Agreement, dated as of November 1, 2008 (the "Fourth Amendment"), and that certain Fifth Amendment to Card Program Services Agreement, dated as of November 19, 2009 (the "Fifth Amendment"). Capitalized terms used but not defined herein shall have the same meaning ascribed to them in the Amended Services Agreement (as defined below). Bank and Servicer may be collectively referenced herein as the "Parties."

WITNESSETH:

WHEREAS, Bank and Servicer are parties to the Original Services Agreement pursuant to which Servicer provides Bank certain services in connection with an initial prepaid card Program offered by Bank; and

WHEREAS, the Original Services Agreement as amended by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment and Fifth Amendment (as so amended, the "Amended Services Agreement") contemplates that Servicer will provide certain Services to Bank, including in connection with the Wal-Mart Program; and

WHEREAS, Green Dot operates a Network and permits Bank's prepaid cardholders to load value onto Cards; and

WHEREAS, Bank, Green Dot and Wal-Mart have entered into that certain Walmart MoneyCard Program Agreement (Amending and Restating Prepaid Program Agreement), dated May 27, 2010 (the "Amended and Restated Prepaid Card Agreement"), which amends and restates the Prepaid Card Program Agreement between Bank, Servicer and Wal-Mart; and

WHEREAS, Bank and Green Dot desire to amend the Amended Services Agreement as a result of modifications to the Wal-Mart Program that are set forth in the Amended and Restated Prepaid Card Agreement;

NOW, THEREFORE, in consideration of the following terms and conditions, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

I. Amendments.

A. Definitions. The term "Triparty Agreement" used in the Amended Servicing Agreement shall mean the Amended and Restated Prepaid Card Agreement, as the same may be amended from time to time.

B. Temporary Cards. Servicer shall enable Temporary Cards to be reloaded in the Green Dot network in accordance with the implementation schedule agreed upon by Bank, Servicer and Wal-Mart.

C. Inventory/Packaging. Servicer shall forward all orders for additional Wal-Mart Prepaid Card inventory and/or packaging to Wal-Mart for Walmart's review and approval, and shall bear all costs and expenses under the Triparty Agreement that result from any failure to obtain such approval.

D. Online Bill Payment.

(1) Section 7 of Amended and Restated Schedule 1-A of the Amended Services Agreement is hereby amended by deleting the text that follows Section 7(y) (Online Bill Payment Fee) and replacing it with "\$[*]."

(2) Section 3 (Servicing Fee) of Amended and Restated Schedule 1-D of the Amended Services Agreement is hereby amended by deleting such section and replacing it with the following:

(a) "Wal-Mart Commissions" shall mean those commissions payable by Bank to Wal-Mart in accordance with Section 5.2 of the Triparty Agreement. "Wal-Mart Online Bill Payment Fee" shall mean the product of (i) the fee payable by Bank to Checkfree for each online bill payment transaction, as such fee is set forth in Section 1.12(b) of the Triparty Agreement, multiplied by (ii) the number of online bill payment transactions in the applicable period.

(b) Bank shall pay a servicing fee (the "Servicing Fee") to Servicer, which shall equal the Program Revenue less (i) [*] basis points times the amount of [*] to Wal-Mart Prepaid Cards (including, without limitation, [*], [*] to [*], [*] to [*] at Participating Stores (as such term is defined in the Triparty Agreement), [*] to Permanent Cards at a retailer other than Wal-Mart, [*], and [*]), (ii) [*]% times the amount of the [*] charged to the cardholder for each [*] at a Wal-Mart store to a prepaid card or stored value card other than a Wal-Mart Prepaid Card, (iii) [*] payable by Bank, and (iv) Wal-Mart Commissions payable by Bank (other than [*] between the parties, which shall be governed by Section 4(c)).

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(3) Section 4(a)(ii) (Payment of Servicing Fee) of Amended and Restated Schedule 3(d) is hereby amended by deleting the phrase “items (i) — (iii)” and replacing it with “items (i) — (iv)”.

E. Competitiveness; Frequent User: [*].

(1) Section 6 (Features and Functionality) of Amended and Restated Schedule 1-A is hereby amended by adding the text below after the last sentence of such section:

Servicer and Bank shall use commercially reasonable efforts to maintain and enhance the technical and operational systems required to support the Wal-Mart Program in a manner that is competitive with Competitive Card Products (as such term is defined in the Triparty Agreement), taking into consideration certain relevant factors such as the size of the Wal-Mart Program, feasibility and cost of providing such features, and as otherwise agreed to by the parties.

(2) Section 12 (Frequent User Pricing Plan) of Amended and Restated Schedule 1-A is hereby amended by deleting such section and replacing it with the following:

Servicer and Bank shall continue to offer the Preferred Plan (as that term is defined in the Triparty Agreement) that is in effect as of the Sixth Amendment Effective Date. Bank and Servicer shall work in good faith to develop a [*] Arrangement (as such term is defined in the Triparty Agreement) within [*] after the Sixth Amendment Effective Date and use commercially reasonable efforts to implement such [*] Arrangement.

F. Program P&L. Amended and Restated Schedule 1-A is hereby amended by adding the following as Section 17:

17. Program P&L Statements. Servicer shall prepare a profit and loss statement (“Program P&L Statement”) in accordance with the requirements of Section 1.5(f) of the Triparty Agreement. Servicer shall provide each Program P&L Statement to Bank not less than [*] Business Days prior to the date Bank is required to provide such Program P&L Statements to Wal-Mart under such Section 1.5(f). Servicer may redact any information from Program P&L Statement that is restricted by Applicable Law or that may trigger additional reporting requirements or disclosure under Applicable Law based on the reasonable written opinion of its outside legal counsel; provided that Servicer shall provide Bank and Wal-Mart a copy of such opinion.

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G. Network Providers. Section 2 (Networks) of Amended and Restated Schedule 1-A is hereby amended by adding the following:

(d) Servicer and Bank shall each use commercially reasonable efforts to accomplish the following within [*] after the Sixth Amendment Effective Date, or as soon as reasonably practicable thereafter: (i) enable Prepaid Cards to be used for [*] in the [*]; (ii) enable Prepaid Cards to be accepted in the [*]; and (iii) make such designations as necessary to allow Wal-Mart to [*] Prepaid Card transactions through the [*]. For the avoidance of doubt, (A) Bank shall not be liable for any expenses other than Bank Assumed Expenses in connection with the [*] of Bank, Servicer and the Prepaid Cards in the [*] and [*], and (B) Servicer shall be responsible for any fees assessed by [*] for [*] in the [*] and shall benefit from any fee offset granted by [*].

H. Alternative Reload Network. Amended and Restated Schedule 1-A of the Amended Services Agreement is hereby amended by adding the following as Section 18:

18. If Bank is required under Section 2.5 of the Triparty Agreement to enable the Prepaid Cards to be loadable in another reload network, Servicer, at its own expense, shall provide all goods and services in connection with the participation of Bank, Servicer and the Prepaid Cards in such alternative load network, and shall be responsible for all costs and expense in connection with the setup and on-going participation in such network, including reimbursement to Bank for any out-of-pocket costs or expenses it incurs. Servicer shall give Bank written notice if there are [*] (as that term is defined in the Triparty Agreement) or it is reasonably foreseeable that there will be [*].

I. Program Marketing and Value Proposition. Section 4.12(f) of the Amended Services Agreement is hereby amended by adding the text below to the end of Section 4.12(f):

Further, and without limitation of Servicer's obligations under the Amended Services Agreement, Servicer shall pay to Bank all amounts required to be paid by Bank to Wal-Mart with respect to the marketing fund as set forth in Section 7.1 of the Triparty Agreement. Servicer shall pay such amounts to Bank not less than [*] Business Days prior to date on which Bank is required to pay Wal-Mart. In the event that Servicer fails to pay Bank in a timely manner any amount due under this Section 4.12(f), Bank may offset such unpaid amount against any Servicing Fees payable by Bank to Servicer in connection with any Program. Not later than fifteen (15) Business Days after termination of the Triparty Agreement, Bank shall pay to Servicer any unallocated or unused

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marketing funds that Bank receives pursuant to Section 7.1(b) of the Triparty Agreement.

J. Data Security. Section 13.5 of the Amended Services Agreement is hereby amended to add the following paragraph (x):

(x) Servicer shall comply with each of the standards applicable to Bank that are set forth in Section 8.4 of the Triparty Agreement.

K. Service Levels.

(1) Section I of Exhibit A of Schedule 1-C (Service Levels for Which Servicer is Responsible) and Exhibit B to the Fourth Amendment (Super Service Levels) each is hereby amended by deleting such section and exhibit in its entirety and replacing it with the Amended and Restated Exhibit A to Schedule 1-C attached as Exhibit A hereto.

(2) Servicer shall provide to Bank the report described in Section 9.3(e) of the Triparty Agreement not less than [*] Business Days prior to the date Bank is required to provide such report to Wal-Mart.

L. Intermediary Services Funds Flow; Termination of Servicing Fee Refund.

(1) Schedule 1-F is hereby amended by deleting paragraphs 6 and 7 thereof and replacing such paragraphs with the following:

6. Bank shall retain the total amount of any Bank Client Reloads, which, for the avoidance of doubt, shall include all funds with respect to initial loads and reloads to Cards, received from the Bank Client with respect to a Bank Client Settlement Statement. On [*], Green Dot shall prepare and provide to Bank a reconciliation statement in the form attached as [*] hereto.

7. Bank shall forward all amounts received from Bank Client with respect to a Bank Client Settlement Statement, other than the amounts described in paragraph 6 above, to Servicer's bank on the [*] of receipt of such amounts from the Bank Client. The parties acknowledge that Servicer's bank initially shall be Columbus Bank & Trust Company, although Servicer may change such bank with the prior written approval of Bank, which approval shall not be unreasonably withheld or delayed.

(2) Amended and Restated Schedule 1-D is hereby amended by adding the following text at the end of Section 4.2(b):

The Parties agree that Servicer shall have no further obligation to pay to Bank the refund set forth in this Section 4.2(b) commencing

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on the date on which the Parties implement the funds flow process described in paragraphs 6 and 7 of Schedule 1-F (the "Funds Flow Implementation Date"); provided that Servicer shall remain liable for any unpaid refunds that accrue prior to the Funds Flow Implementation Date. Servicer shall provide Bank with a statement no later than ten (10) days after the Funds Flow Implementation Date showing the calculation of the final Servicing Fee refund payable to Bank, and shall pay Bank such amount no later than ten (10) days after the delivery of such statement.

M. Bank Holding Company Act. Amended and Restated Schedule 1-A of the Amended Services Agreement is hereby amended by adding the following as Section 19:

19. Green Dot shall take all actions necessary to prevent circumstances under which Wal-Mart would have the right to terminate the Triparty Agreement under Section 15.3(p) of that agreement, including by (i) agreeing to reasonable modifications to the Triparty Agreement acceptable to Bank that would prevent Wal-Mart from exercising a controlling influence over Green Dot, or (ii) disposing of any bank owned or controlled by Green Dot.

N. Further Assurances. Servicer acknowledges and agrees that, except as expressly set forth in this Sixth Amendment, the amendments to the Wal-Mart Program set forth in the Amended and Restated Prepaid Card Agreement shall not, as between Bank and Servicer, result in (1) Bank being obligated to perform any obligation in addition to those obligations that it performs as of the Sixth Amendment Effective Date other than (a) Bank's obligations with respect to the Program Management Committee as set forth in Article X of the Triparty Agreement; (b) Bank's obligations set forth in Sections I.E and I.G of this Sixth Amendment, and (c) any other obligations mutually agreed upon by Bank and Servicer; (2) Bank being liable for any expenses other than Bank Assumed Expenses; or (3) Bank losing its right to receive (a) [*] times the amount of all loads to Wal-Mart Prepaid Cards as set forth in Section 3(b)(i) of Amended and Restated Schedule 1-D, (b) prior to the Funds Flow Implementation Date, the refund of the portion of the Servicing Fee described in Section 4(b) of Amended and Restated Schedule 1-D, or (c) [*] all Prepaid Card [*] held by Bank. Servicer and Bank agree to enter into such further amendments of the Servicing Agreement as may be necessary to confirm the foregoing in any particular instance.

II. Extension of Pilot Card Amendments.

A. Pilot Program; Bank Waiver and Consent. Bank acknowledges that Green Dot and Wal-Mart mutually desire to participate in a pilot program as set forth in that certain GD Card Program Agreement between Green Dot and Wal-Mart (the "Pilot Program") pursuant to which Wal-Mart will, for a period of 180 days, distribute, promote and sell Green Dot-branded reloadable prepaid debit cards issued by Columbus Bank & Trust Company (the "Pilot Cards") at approximately [*] in the United States. Solely with respect to the Pilot Program, Bank hereby (i) consents to the sale of such Pilot Cards as part of the Pilot Program for such [*] that expires no

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later than [*], (ii) waives its right to issue such cards under Section 9(b) of Amended and Restated Schedule 1-A and (iii) waives its right of first refusal to issue such cards under Section 2(d) of that certain Network Membership Agreement by and between Servicer in its capacity as network operator and Bank dated October 27, 2006. Such waiver and consent shall not be applicable beyond the Pilot Program as expressly provided herein.

B. Intermediary Services. Bank shall provide the Intermediary Services set forth in Section 16.3 of the Amended Services Agreement with respect to the Pilot Card. Bank shall have no other obligations or liabilities with respect to the Pilot Cards.

C. Pilot Program Fee. Green Dot shall pay to Bank an amount equal to [*] times the amount of [*] Pilot Cards (including, without limitation, [*], [*], [*] at Participating Stores (as such term is defined in the Triparty Agreement), [*] Pilot Cards at a retailer other than Wal-Mart, [*]s of [*], and [*]). Green Dot shall make such payments to Bank monthly in arrears, within fifteen (15) days after the end of the immediately preceding month.

III. Triparty Agreement.

A. For purposes of this Section III, capitalized but undefined terms shall have the meanings assigned to such terms in the Triparty Agreement.

B. For purposes of Section 1.5(d)(viii) of the Triparty Agreement:

(1) Bank and Servicer agree that the "buy out amount" shall be an amount equal to:

(a) [*] times the amount [*] Walmart MoneyCards (including, without limitation, [*], [*], [*] Walmart MoneyCards at Retailer, [*] Walmart MoneyCards at retailers other than Retailer, [*] Walmart MoneyCards and [*]) during the [*] months preceding the last full month for which Bank paid Servicer the Base Servicing Fee prior to the Assignment Date,

(b) divided by [*],

(c) multiplied by the [*] remaining in [*] on the date bank [*] the Agreement to a [*].

(2) Bank and Servicer agree that the "prorated buy out amount" shall be an amount equal to:

(a) the quotient resulting from step (b) in the definition of the "buy out amount" (Section III.B(1)(b)),

(b) multiplied by the [*] remaining in [*] as of the [*] of this Agreement to [*] by Replacement Bank.

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C. Green Dot shall pay to Bank the buy out amount, and Bank shall pay to Green Dot the prorated buy out amount, each as set forth in Section 1.5(d)(viii) of the Triparty Agreement.

IV. Miscellaneous.

A. Effective Date. The amendments made pursuant to this Sixth Amendment shall be effective as of the May 1, 2010 (the "Sixth Amendment Effective Date"), except for the amendments set forth in Section L for which the Parties shall use commercially reasonable efforts to implement no later than June 30, 2010 but, in any event, shall be implemented no later than September 30, 2010.

B. Continuation. Except as expressly amended or supplemented hereby, the terms and conditions of the Amended Services Agreement shall remain in full force and effect.

C. Inconsistency. In the event of any inconsistency between the terms of this Sixth Amendment and the Amended Services Agreement, the terms of this Sixth Amendment shall control.

D. Counterparts. This Sixth Amendment may be executed simultaneously in any number of counterparts, each of which may be deemed an original but all of which together constitute one and the same agreement. The Parties may execute and deliver signatures to this amendment electronically, including by facsimile.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this Sixth Amendment by their duly authorized representatives as of the date and year first written above.

GE MONEY BANK

By: /s/ MARGARET M. KEANE
Name: Margaret M. Keane
Title: EVP, GEMB

GREEN DOT CORPORATION

By: /s/ STEVEN STREIT
Name: Steven Streit
Title: CEO

EXHIBIT A

AMENDED AND EXHIBIT A TO SCHEDULE 1-C

I. Service Levels for Which Servicer is Responsible

(A) Service Levels

<u>Service Level</u>	<u>Definition</u>	<u>Defect Definition</u>	<u>Calculation</u>	<u>Target %</u>	<u>Default %</u>	<u>Comments</u>
1. Purchase Authorizations	Percentage of Availability of the Purchase Authorization System	Any full minute that the Purchase Authorization System is not available for use	Total minutes Available for Use <u>divided</u> by total minutes in the calendar month <u>minus</u> Excused Downtime	[*]%	[*]%	[*]
2. IVR Availability	Percentage of Availability of the Bank IVR	Any full minute that the Bank IVR is not Available for Use	Total minutes Available for Use <u>divided</u> by total minutes in the calendar month <u>minus</u> Excused Downtime.	[*]%	[*]%	[*]
3. Call Response Timeliness	Percentage of calls answered by a live representative in 120 seconds	Calls answered by a live representative after more than 120 seconds of holding	Number of calls answered in 120 seconds or less <u>divided</u> by the total number of calls offered	[*]%	[*]%	[*]
4. Call Abandonment	Percentage of calls abandoned while waiting for a live customer service representative	Any call that is terminated while waiting for a customer service representative	Total calls abandoned while waiting for a live representative <u>divided</u> by the total calls offered	[*]%	[*]%	[*]

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<u>Service Level</u>	<u>Definition</u>	<u>Defect Definition</u>	<u>Calculation</u>	<u>Target %</u>	<u>Default %</u>	<u>Comments</u>
5. Call Quality	Percent of calls meeting mutually (by Bank and Green Dot) agreed upon quality standard for an acceptable call, per mutually agreed call quality review form	Call that does not meet the mutually agreed upon call quality standard	Number of calls meeting the mutually agreed upon call standard for acceptable call, per mutually agreed (by Bank and Green Dot) quality review form, <u>divided</u> by the total number of calls sampled	[*]%	[*]%	Non-Termination Right Service Level
6. New Cardholder Set Up Accuracy [Fields covered: Name, address, and SSN]	Percentage of new Cardholder accounts that contain an error.	Any new Cardholder account that contains an incorrect data element (not attributable to Cardholder) required for Cardholder enrollment	Statistically valid sample of the number of new Cardholder accounts set up with no error <u>divided</u> by the total number of accounts sampled	[*]%	[*]%	
7. New Cardholder Card Production Accuracy	Measure of the accuracy of Permanent Prepaid Card production services including plastics, embossing, graphics/thermal prints, inserts, card mailers, activation stickers, envelope and PIN mailer	Any error in any of the items listed in definition based on statistically valid sample conducted by Retailer	Statistically valid sample of the number of Permanent Prepaid Cards that do not contain an error <u>divided</u> by the total number of Permanent Prepaid Cards sampled	[*]%	[*]%	
8. New Cardholder Card Production Timeliness	Timeliness of Permanent Prepaid Cards being embossed and put into the mail system	Any Permanent Prepaid Card package that is not put into the mail system within 3 Business Days of Cardholder being approved	Statistically valid sample of the number of Permanent Prepaid Card package put into the mail system within 3 Business Days of the Cardholder being approved <u>divided</u> by the number of mailings sampled.	[*]% within [*] days	[*]% within [*] days	

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<u>Service Level</u>	<u>Definition</u>	<u>Defect Definition</u>	<u>Calculation</u>	<u>Target %</u>	<u>Default %</u>	<u>Comments</u>
9. Customer Website Access	Percentage of Available Use time for www. Walmartmoneycard.com	Any one full minute that any of the listed web-sites is not Available for Use	Total minutes Available for Use of all listed web-sites <u>divided</u> by (total minutes during the measurement period <u>minus</u> Excused Downtime) <u>times</u> the number of listed web-sites	[*]%	[*]%	[*]
10. Prepaid Card Fee Accuracy	The percentage of accurate assessment of all Prepaid Card Fees	Any inaccurate assessment of Prepaid Card Fees	Statistically valid sample of Number of Prepaid Card Fees accurately assessed divided by the total number of Prepaid Card Fees sampled	[*]%	[*]%	[*]
11. Customer Satisfaction Survey	The percentage of Cardholders who are satisfied as indicated by results of mutually agreed (by Bank and Servicer/Green Dot) satisfaction survey.	Percent of Customers who are not satisfied.	Statistically valid sample of number of satisfied Cardholders (definition of "satisfied" to be mutually agreed upon between Bank and Servicer/Green Dot) <u>divided</u> by total number of Cardholders sampled.	[*]%	[*]%	[*]

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(B) Super Service Levels

Super Service Levels will be measured on a [*] basis.

<u>Service Level</u>	<u>Definition</u>	<u>Defect Definition</u>	<u>Calculation</u>	<u>Super Service Level</u>	<u>Bank Default Level (3/1/09 and after)</u>	<u>Service Default Level (3/1/09 and after)</u>
12. Card Sales and POS Card Reload System Availability	Percentage of Availability of the Authorization System for Card Sales and POS Card Reloads	[*]	[*]	[*]% (e.g., not more than [*] minutes of Downtime (other than Excused Downtime) in a [*], and not more than [*] minutes of Downtime (other than Excused Downtime) in a [*])	[*]% (e.g., not more than [*] minutes of Downtime (other than Excused Downtime) in a [*], and not more than [*] minutes of Downtime (other than Excused Downtime) in a [*])	[*]% (e.g., not more than [*] minutes of Downtime (other than Excused Downtime) in a thirty day month), and not more than [*] minutes of Downtime (other than Excused Downtime) in a [*])
13. Card Sales and POS Card Reload System Response Time	Timeliness of the Authorization System for Card Sales and POS Card Reloads		[*]	[*] seconds	[*] ms	[*] ms

* **Confidential Treatment Requested.**

EXHIBIT B
DAILY RECONCILIATION STATEMENT

Post Date	Source of Funding							Tsys Posting	Funded Not Posted to TSYS							Posted to TSYS not Funded			
	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]

* Confidential Treatment Requested.

* Confidential Treatment has been requested for the marked portions of this exhibit pursuant to Rule 406 of the Securities Act of 1933, as amended.

PROGRAM AGREEMENT
BETWEEN
COLUMBUS BANK AND TRUST COMPANY
AND
GREEN DOT CORPORATION
AND
SYNOVUS FINANCIAL CORP. (FOR THE LIMITED PURPOSES STATED HEREIN)
DATED AS OF NOVEMBER 1, 2009

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PROGRAM AGREEMENT

THIS PROGRAM AGREEMENT (this "**Agreement**"), dated as of the 1st day of November, 2009 (the "**Effective Date**"), is entered into by and among **GREEN DOT CORPORATION**, a Delaware corporation ("**Green Dot**"), and **Columbus Bank and Trust Company**, a Georgia banking corporation ("**CB&T**"). **Synovus Financial Corp.**, a Georgia corporation ("**Synovus**"), is a Party to this Agreement for the limited purposes set forth in Section 26.17 only.

RECITALS

WHEREAS, CB&T is a bank chartered under Georgia law and a member of Visa, MasterCard and other card associations and electronic payment networks, and, among other things, issues prepaid cards and establishes settlement accounts for the settlement of card transactions;

WHEREAS, CB&T and Green Dot are parties to that certain Stored Value Card Program Agreement dated as of January 30, 2001, as amended (including any side letters or other written understandings that may exist) as of the date hereof (the "**Original Agreement**"), whereby the parties thereto established a relationship pursuant to which CB&T issued certain prepaid cards serviced by Green Dot;

WHEREAS, CB&T and CheckFree Services Corporation ("**CheckFree**") are parties to that certain CheckFree Amended and Restated Electronic Commerce Service Agreement, dated as of April 14, 2009 (as the same may be amended or restated from time to time, the "**CheckFree Agreement**"), and Green Dot and CheckFree are parties to that certain CheckFree Service Corporation Payment Agreement, dated as of April 14, 2009 (as the same may be amended or restated from time to time, the "**CheckFree Payment Agreement**"), both of which agreements are the subject of an Amendment No. 8 to the Original Agreement, certain points of such amendment the Parties desire to address in this Agreement.

WHEREAS, CB&T and Green Dot desire to terminate the Original Agreement and have the activities in the Original Agreement undertaken pursuant to the terms of this Agreement as well as develop additional products and services;

WHEREAS, subject to the terms and conditions of this Agreement, CB&T desires to issue Prepaid Cards and offer additional products and services and engage Green Dot to provide certain administrative services in connection with the Program, including marketing and distribution and other specific accounting and administrative functions as set forth herein;

WHEREAS, Green Dot has developed business relationships with certain Merchants that wish to participate in CB&T's prepaid card programs and sell the prepaid cards on behalf of CB&T, and has developed, and shall continue to develop, such relationships with respect to additional products and services in connection therewith;

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1
RULES OF INTERPRETATION; DEFINITIONS

1.1 **Certain Interpretative Matters.** As used herein, (i) the terms “include” and “including” are meant to be inclusive and shall be deemed to mean “include without limitation” or “including without limitation”; (ii) the word “or” is disjunctive, but not necessarily exclusive; (iii) references to “dollars” or “\$” shall be to United States dollars; (iv) the term “his” applies to both genders; (v) any Article, Section, Subsection, Paragraph or Subparagraph headings contained in this Agreement and the Preamble at the beginning of this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement (other than with respect to any defined terms contained in the Preamble); (vi) any reference made in this Agreement to a statute or statutory provision shall mean such statute or statutory provision as it has been amended through the date as of which the particular portion of the Agreement is to take effect, or to any successor statute or statutory provision relating to the same subject as the statutory provision so referred to in this Agreement, and to any then applicable rules or regulations promulgated thereunder, unless otherwise provided; (vii) the words “herein,” “hereof,” “hereunder” and words of like import shall refer to this Agreement as a whole (including its Schedules and Exhibits), unless the context clearly indicates to the contrary (for example, that a particular Section, Schedule or Exhibit is the intended reference); (viii) words used herein in the singular, where the context so permits, shall be deemed to include the plural and vice versa; (ix) a reference in this Agreement contemplating certain action by CB&T “after consultation with” or “in consultation with” or “in cooperating with” Green Dot does not mean that the consent or approval of Green Dot is required or contemplated in connection with such action; and (x) unless the context otherwise requires or unless otherwise provided herein, the terms defined in this Agreement that refer to a particular agreement, instrument or document also refer to and include all renewals, extensions, modifications, amendments and restatements of such agreement, instrument, or document.

1.2 **Definitions.** The following terms shall have the following meanings in this Agreement:

“**Account**” means (i) the account obtained by a Customer who purchases a Prepaid Card and (ii) such other accounts for additional products or services of CB&T that the Parties agree to provide through and include in the Program (“**Additional Products**”).

“**Accountholder Data**” means information that is provided to or obtained by either Party in the performance of its obligations under this Agreement or otherwise regarding Applicants and current Customers, including without limitation (i) name, postal address, e-mail address, telephone number, date of birth, account numbers, security codes, service codes (i.e., the three or four digit number on the magnetic stripe that specifies acceptance requirements and limitations for a magnetic stripe read transaction), valid to and from dates, as well as information and data related to payment instruments and transactions, Prepaid Cards or transactions data using payment instruments and methodologies (e.g., charge, credit, debit, prepaid) and regardless of whether or not a physical card is used in connection with such transactions, demographic data, data generated or created in connection with Account processing and maintenance activities, Account statementing and Customer service, telephone logs and records and other documents and information necessary for the processing and maintenance of Accounts, (ii) all “Nonpublic

Personal Information” and “Personally Identifiable Financial Information” (as defined in 12 C.F.R. §§ 573.3(n) and (o), respectively), and, (iii) with respect to the disposal of such information, any record containing “Consumer Information,” as that term is defined in the regulations implementing 15 U.S.C. § 1681.

“**Activated Card Balance**” means, on any day, the aggregate amount available for use by all holders of Prepaid Cards issued under the Program.

“**Additional Product**” has the meaning given in the definition of Account.

“**Affiliate**” means, with respect to any Person, any other Person that directly or indirectly controls, is controlled by or is under common control with such Person. For the purposes of this definition, “control” means the power to direct the management and policies of a Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms “common control” and “controlled” have meanings correlative to the foregoing.

“**Applicable Law**” means the laws, court opinions, attorney general opinions, rules and regulations of the United States or of any State or the various agencies, departments or administrative or governmental bodies thereof, and any regulatory guidance, determinations of (or agreements with) an arbitrator or Regulatory Authority and written direction from (or agreements with) any arbitrator or Regulatory Authority, as the same may be amended and in effect from time to time during the Term (and the Wind Down Period), including, (i) the EFTA; (ii) the federal Fair Credit Reporting Act (15 U.S.C. §§ 1681, et seq.); (v) the GLBA; (vi) the Bank Secrecy Act; (vii) federal and state money services business laws; (viii) the prohibition against unfair and deceptive trade practices in the Federal Trade Commission Act; (ix) state data security laws; and (x) the Telephone Consumer Protection Act; (x) any and all sanctions or regulations enforced by OFAC; (xi) statutes or regulations of any State relating to banks, banking, gift cards, money transmission or unclaimed property, to the extent applicable, as determined by CB&T pursuant to Section 3.2.1 hereof, to the issuance, sale, authorization or usage of the products and services offered under the Program or as otherwise applicable to any of the Parties, as all the same may be amended and in effect from time to time during the Term (and the Wind Down Period).

“**AML**” means anti-money laundering.

“**Applicant**” means any Person who applies for an Account.

“**Bank Secrecy Act**” means the federal Bank Secrecy Act (12 U.S.C. §§ 1951 et seq.), as amended by the USA Patriot Act or otherwise from time to time, and all regulations thereunder and any successor regulations.

“**BIN**” means the bank identification number assigned to CB&T by Visa, the Interbank Card Association number assigned to CB&T by MasterCard, or similar identifier assigned to CB&T by other card associations or payment systems for the purposes of identifying and routing electronic payment transactions.

“**BSA/AML/OFAC Procedures**” has the meaning set forth in Section 6.8.

“**Business Day**” means any day other than a Saturday, Sunday or legal holiday, on which CB&T is open to the public for carrying on substantially all of its banking functions.

“**CB&T**” has the meaning set forth in the Preamble.

“**CB&T Compliance Officer**” has the meaning given in Section 6.3

“**CB&T Created Technology**” has the meaning given in Section 11.7.2

“**CB&T Designees**” has the meaning set forth in Section 15.3.

“**CB&T Determination**” has the meaning set forth in Section 24.1.2.

“**CB&T License**” has the meaning set forth in Section 11.2.1.

“**CB&T Owned Modifications**” has the meaning given in Section 11.7.2.

“**CB&T Relationship Manager**” means the Relationship Manager acting on behalf of CB&T.

“**CB&T Technology**” has the meaning given in Section 11.7.2.

“**Change in Control**” has the meaning set forth in Section 23.4.

“**CheckFree**” has the meaning given in the Preamble.

“**CheckFree Agreement**” has the meaning given in the Preamble.

“**CheckFree Payment Agreement**” has the meaning given in the Preamble.

“**Claim**” has the meaning set forth in Section 24.3.1.

“**Complaints**” has the meaning set forth in Section 6.9.4.

“**Compliance Counsel**” has the meaning set forth in Section 6.4.

“**Confidential Information**” has the meaning set forth in Section 16.1.2.

“**Criticism**” has the meaning set forth in Section 6.9.1.

“**Customer**” means an individual who (i) applies for an Account, (ii) is issued an Account or otherwise provided an Account by CB&T, (iii) uses an Account to effect a Transaction, or (iv) purchases or uses any other product or service offered under the Program.

“**Customer Agreement**” means, collectively, (i) a statement of the terms and conditions applicable to an Account, (ii) any initial Privacy Notices required by Applicable Law, and (iii) any other notices or documents related to an Account as may be required by Applicable Law.

“**Customer Funds**” has the meaning set forth in Section 3.8.2(b).

“**Customer Identifying Information**” means, collectively, the name, address, email address, telephone number, cell phone number, date of birth, and Social Security Number of each Applicant and Customer.

“**Disaster Recovery Plan**” has the meaning set forth in Section 14.5.

“**Disclosing Party**” has the meaning set forth in Section 16.1.4. “Dispute” has the meaning set forth in Section 25.1.

“**Effective Date**” has the meaning set forth in the Preamble.

“**EFTA**” means the Electronic Fund Transfer Act (15 U.S.C. §§ 1693, et seq.) and Regulation E thereunder (12 C.F.R. Part 205), each as amended from time to time.

“**Executive Complaints**” means (i) any material complaint received by a Party from any System relating to the Program and (ii) complaints to any Regulatory Authority or senior management of any Party relating to the Program.

“**FFIEC**” means the Federal Financial Institutions Examination Council.

“**Force Majeure Event**” has the meaning set forth in Section 26.6.

“**Funding Account**” has the meaning set forth in Section 3.8.2(b).

“**Funding Account Shortfall**” has the meaning given in Section 9.1.1.

“**GLBA**” means, collectively, the Gramm-Leach-Bliley Act, 15 U.S.C. §§ 6801, et. seq., the Privacy Regulations, and the standards for safeguarding customer information set forth in 12 C.F.R. Part 364 and 16 C.F.R. Part 314 or such corresponding regulations as are applicable to the Program and the Parties.

“**Green Dot**” has the meaning set forth in the Preamble.

“**Green Dot Compliance Officer**” has the meaning set forth in Section 6.3.

“**Green Dot Created Technology**” has the meaning set forth in Section 11.7.1.

“**Green Dot Designees**” has the meaning set forth in Section 15.3.

“**Green Dot License**” has the meaning set forth in Section 11.1.1.

“**Green Dot Owned Modifications**” has the meaning set forth in Section 11.7.1.

“**Green Dot Relationship Manager**” has the meaning set forth in Section 15.1.

“**Green Dot Technology**” has the meaning set forth in Section 11.7.1.

“Independent Sales Organization” means a third party service provider sponsored by CB&T pursuant to the System Rules.

“Initial Term” has the meaning set forth in Section 23.1.

“Line of Credit” has the meaning given in Section 9.1.

“Load Amount” means the value assigned to or loaded onto Prepaid Cards.

“Load Fee” means a transaction fee charged in connection with the sale of a Prepaid Card or a Reload, as set forth in the Retailer Agreement.

“Load Volume” means the Load Amounts related to all CB&T-issued products or services under the Program and all load amounts related to other Green Dot network programs.

“Losses” has the meaning set forth in Section 24.1.

“Management Committee” has the meaning set forth in Section 15.2.1.

“Mark” means the service marks, trademarks and copyrights of Green Dot, the Systems, Synovus or CB&T, as applicable, including the names and other distinctive marks or logos, which identify Green Dot, the Systems, Synovus or CB&T.

“MasterCard” means MasterCard International Incorporated and its successors and assigns.

“Materials” means all written (including electronic) materials relating to the Program utilized by Green Dot, including training materials, policies and procedures, including without limitation BSA/AML/OFAC Procedures, advertisements, Customer Agreements, privacy policies, Privacy Notices, change in term announcements, counteroffers, Prepaid Card carriers, Customer service letters, any website established by Green Dot or CB&T in connection with the Program, any radio scripts or television scripts and displays, and any information or disclosures relating to Accounts provided to Customers, and documents and any material amendments or updates thereto relating to Retailers.

“Member Service Provider” means a third party service provider under MasterCard rules.

“Merchant” means any merchant, including Retailers.

“NACHA” means the National Automated Clearing House Association and its successors and assigns.

“Network Settlement Agreement” means that certain Settlement Agency Agreement entered into between CB&T and Green Dot dated as of January 1, 2005, as amended through the date hereof.

“New CB&T Mark” has the meaning set forth in Section 11.2.1.

“New Green Dot Mark” has the meaning set forth in Section 11.1.1.

“**New Materials**” means Materials that either (i) as of the Effective Date of this Agreement are not already in active use in connection with the Program or (ii) such Materials that, as of the Effective Date of this Agreement are in active use in connection with the Program, but are materially or substantively amended or otherwise materially or substantively modified on or after the Effective Date of this Program. At such time as such New Materials are approved for use in connection with the Program as provided in this Agreement, such New Materials shall be deemed to be “Materials.”

“**New Relationship Process**” means the processes set forth in the Program Operating Guidelines for the opening of new Accounts.

“**Noncompliance Losses**” has the meaning set forth in Section 24.1.2. “**Notifying Party**” has the meaning set forth in Section 14.3.

“**Object Code**” has the meaning set forth in Section 11.8.

“**OFAC**” means the United States Department of Treasury’s Office of Foreign Assets Control.

“**Operating Account**” means the account maintained at CB&T which is utilized to meet the funding requirements of the Funding Account.

“**Original Agreement**” has the meaning set forth in the Recitals.

“**Oversight Committee**” has the meaning set forth in Section 15.6.

“**Oversight Contact**” means the chairperson of the Oversight Committee.

“**Oversight Plan**” means the plans and procedures set forth in Schedule 6.2, as amended from time to time pursuant to ARTICLE 3, detailing CB&T’s policies and procedures applicable to the Program.

“**Party**” or “**Parties**” means as applicable, Green Dot and/or CB&T and, as specified in Section 26.17, Synovus.

“**Payment Card Industry Data Security Standards**” or “**PCI Standards**” means the data security standards established and implemented by the various payment card associations.

“**Person**” means any legal person, including any individual, corporation, limited liability company, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, governmental entity or other entity of any nature.

“**Prepaid Card**” means a reloadable or non-reloadable prepaid card or other prepaid device issued by CB&T as a product of CB&T in connection with the Program pursuant to this Agreement and under authority from the System.

“Prepaid Card Program” means that aspect of the Program related to the offer of Prepaid Cards to consumers and the servicing of such Prepaid Cards.

“Privacy Notices” means all privacy policy disclosure statements required by Applicable Law, including without limit GLBA, in connection with the use of any Accountholder Data by CB&T or Green Dot, any of Green Dot’s Affiliates or any third party engaged by Green Dot or CB &T.

“Privacy Rules” mean, collectively, those provisions of Title V of GLBA that address the permissible uses of personally identifiable information of customers and consumers and the obligations associated therewith, and the implementing regulations of the Office of the Comptroller of the Currency, the Federal Deposit Insurance Corporation, the Board of Governors of the Federal Reserve System or the Federal Trade Commission promulgated thereunder, and published interpretations thereof, all as they may be amended, supplemented and/or interpreted in writing from time to time by any federal Regulatory Authority.

“Processor” means the entity which processes and maintains the system of records of transactions on the Accounts.

“Program” means the Prepaid Card Program and all other activities undertaken by the Parties with respect to any other products and services offered pursuant to this Agreement.

“Program Accounts” means the Retailer Reserve Account, the Operating Account, the Funding Account and the Settlement Account and such other accounts as may be established from time to time in connection with the Programs pursuant to the terms of this Agreement.

“Program Operating Guidelines” has the meaning set forth in Section 3.4.

“Protest Statement” has the meaning set forth in Section 24.1.2.

“Receiving Party” has the meaning set forth in Section 16.1.4.

“Regulatory Authority” means any federal, state or local governmental, regulatory or self-regulatory authority, agency, court, tribunal, commission or other entity asserting jurisdiction over CB&T, Green Dot or the Program.

“Regulatory Communication” means all communications from any Regulatory Authority concerning the Program.

“Reload” means the process of adding cash funds to an Account, including but not limited to, by way of (i) MoneyPak®, (ii) point-of-sale “swipe” transaction or (ii) direct deposit through the Automated Clearing House (ACH) system.

“Renewal Term” has the meaning set forth in Section 23.1.

“Reseller” means an entity authorized by Green Dot, pursuant to a Reseller Agreement, to market, promote, sell and fund Prepaid Cards and to load Accounts at and from locations of Merchants with which Reseller has contracted.

“Reseller Agreement” means any agreement entered into between Green Dot and any prospective Reseller (and, if applicable, CB&T) to serve as a reseller pursuant to the provisions of this Agreement.

“Retailer” means any Merchant that has executed a Retailer Agreement to distribute products or services, including without limit, Prepaid Cards, under the Program.

“Retailer Agreement” means the written agreement between Green Dot and a Merchant selected as a Retailer (and, if applicable, CB&T) pursuant to the provisions of this Agreement.

“SEC” means the U.S. Securities and Exchange Commission.

“Security Breach” has the meaning set forth in Section 14.3.

“Service Level Standards” means the Customer service standards set forth in Schedule 6.13.1.

“Services” has the meaning set forth in Section 4.1.

“Settle” and **“Settlement”** mean the movement of funds tendered for or loaded upon the Prepaid Cards among CB&T, other financial institutions and the System in accordance with Applicable Law to settle Transactions on such Prepaid Cards, including through automated clearing house or other networks or systems.

“Settlement Account” means the accounts maintained by CB&T used for Settlement of all Transactions initiated by use of a Prepaid Card(s) by or on behalf of a Customer.

“Standard Agreements” has the meaning given in Section 8.4.

“Successor Bank” has the meaning set forth in Section 23.7.1.

“Supporting Agreements” has the meaning set forth in Section 2.3.

“Switchover Date” has the meaning set forth in Section 23.7.3.

“Synovus” has the meaning set forth in the Preamble.

“System” means any of NACHA, Visa, MasterCard, or any other card association or payment system selected by CB&T and agreed to by Green Dot with respect to the products and services contemplated by this Agreement.

“System Rules” means the bylaws, operating rules and regulations of any applicable System, including the Payment Card Industry Data Security Standards.

“Term” means the Initial Term and the Renewal Terms, collectively.

“Third Party Service Provider” means a service provider which Green Dot utilizes to perform Customer service support services and that has access to Accountholder Data, including any Processor, but excluding Experian plc and LexisNexis, a division of Reed Elsevier Inc.

“**Third Party Service Provider Application Approval Policy**” has the meaning set forth in Section 8.5.

“**Transaction**” means using a Prepaid Card to do any of the following: (i) make a purchase or otherwise make a payment to or for the benefit of a third party; or (ii) obtain a credit for a previous purchase; or (iii) make a cash withdrawal at an automated teller machine, bank teller or via other means.

“**Visa**” means Visa Inc. and its successors and assigns.

“**Wind Down Period**” means the period from the date of termination or expiration of the Agreement through the date that the Parties have completed the transfer of the Program to a Successor Bank or completed the wind-down of the Program, pursuant to Section 23.7.

ARTICLE 2 ORIGINAL AGREEMENT; OTHER AGREEMENTS; PRIORITY OF DOCUMENTS

2.1 **Original Agreement.** The Parties agree, recognize and acknowledge that as of the Effective Date, the Original Agreement is terminated and the activities undertaken pursuant to the Original Agreement shall be subject to the terms of this Agreement. The Parties recognize and acknowledge that the termination of the Original Agreement shall not affect the rights of the Parties under the Network Settlement Agreement, which shall be subject to the provisions of Section 2.2.

2.2 **Network Settlement Agreement.** The Parties recognize and acknowledge that the terms of the Network Settlement Agreement shall continue to apply with respect to the respective rights and obligations of Green Dot and CB&T. Notwithstanding the foregoing, the pricing for the Network Settlement Agreement shall be as set forth in Schedule 12.1.

2.3 **Supporting Agreements.** The Parties recognize and acknowledge that the terms of all supporting agreements entered into between or among CB&T and/or its Affiliates and Green Dot listed on Schedule 2.3 (collectively, the “**Supporting Agreements**”) and such other agency agreements between CB&T and/or Green Dot and Retailers or Resellers that are existing as of the Effective Date shall continue to apply with respect to the respective rights and obligations of Green Dot and CB&T.

2.4 **Priority of Documents.** Any conflict or inconsistency between the provisions contained in the System Rules, the body of this Agreement (Articles 1 through 26), the Oversight Plan, the Retailer or Reseller Agreement, the Network Settlement Agreement, and the Schedules hereto other than Schedule 6.2 (Oversight Plan) and Schedule 8.4 (Retailer Agreement), shall be resolved with priority being given as follows, with those items listed first controlling over any listed later: (i) the System Rules; (ii) the body of this Agreement (Articles 1 through 26); (iii) Schedule 6.5.1 (Program Operating Guidelines); (iv) Schedule 6.2 (Oversight Plan); (v) the remaining Schedules of this Agreement; (vi) the Network Settlement Agreement; (vii) the Supporting Agreements; and (viii) in the following order, any Retailer Agreement, Reseller Agreement, or Third Party Service Provider Agreement.

ARTICLE 3
CB&T CONTROL; OVERVIEW OF THE PROGRAM

3.1 General. CB&T and Green Dot hereby each acknowledge and agree that (a) CB&T has established the Program; (b) except as otherwise expressly provided in this Agreement, CB&T shall have full control and continued oversight over the Program, including without limitation all policies, activities and decisions with respect to the Program; (c) the products and services offered under the Program pursuant to this Agreement are products of CB&T; and (d) Green Dot shall serve as CB&T's administrator and servicer for the Program, to which CB&T has delegated specific responsibilities relating to the marketing and servicing of the Program, including the marketing and sale of the Prepaid Cards. Schedule 3.1 sets forth a description of the current products offered under the Program. Additional products and services may be offered under the Program in accordance with the provisions of Section 3.6. The Program shall be implemented by CB&T issuing Prepaid Cards (and offering other products and services) pursuant to the terms of this Agreement.

3.2 CB&T Control.

3.2.1 Determination of Applicable Law and System Rules.

(a) CB&T Determinations. As between CB&T and Green Dot with respect to each of their respective rights and obligations under this Agreement, CB&T has the sole and exclusive right to determine (i) which System Rules and modifications thereto apply to the Program; (ii) which federal, State and local laws, court opinions, attorney general opinions, rules and regulations, and regulatory guidance, regulatory determinations of (or agreements with) or written directions of any arbitrator or Regulatory Authority, and modifications thereto, apply to the Program or the Parties hereto and thus are Applicable Laws; (iii) how such System Rules and Applicable Laws apply to the Program; and (d) how and to what extent pending, settled or decided lawsuits or enforcement actions affecting CB&T or any other company, and legal and regulatory developments and trends, should be addressed in the Program; provided, however, that in making such determinations, CB&T shall consult with Green Dot, shall exercise reasonable and professional judgment, and shall consult with legal counsel as appropriate.

(b) CB&T Amendments. CB&T further reserves the right to amend the Oversight Plan or the Program Operating Guidelines or other policies and procedures relating to the Program in consultation with Green Dot, as deemed necessary by CB&T in light of determinations made by CB&T under Section 3.2.1(a). In the event CB&T concludes that a modification to the Program is required due to a change in Applicable Law or System Rules, CB&T's interpretation of Applicable Law or System Rules, or such other determinations made by CB&T under Section 3.2.1(a), CB&T shall provide Green Dot written notice with as much notice as is practicable prior to the adoption of such proposed modification. Green Dot may raise objections to the proposed modification and in such event, the Parties agree to cooperate and expedite resolution with respect to the Applicable Law or System Rules. If compliance with the modification to the Applicable Law or System Rules would result in a material change to the Program, CB&T agrees to provide Green Dot a commercially reasonable period of time to implement such material change, taking into account with respect to such period of time any legally-binding effective date of such modification and the legal, compliance and reputation risks

to the Program and the Parties. Green Dot shall take all actions deemed necessary by CB&T, in CB&T's commercially reasonable discretion, taking into account any legally-binding effective date with respect to such change in Applicable Law or System Rules and the legal, compliance and reputation risks to the Program and the Parties, to implement the modification in the manner and time period specified by CB&T. CB&T may seek specific performance under this Section 3.2.

3.2.2 **CB&T Program Control.** Green Dot recognizes and acknowledges that CB&T shall retain decisional authority and control over the Program in all material respects, and that Green Dot shall not implement any changes to any aspect of the Program except as expressly stated herein. CB&T's control of the Program shall include, without limitation, its rights to exercise its best judgment in making risk assessments and in determining whether any risks associated with the Program exceed what is appropriate in CB&T's good faith judgment.

3.2.3 **CB&T Control Standard; Consultation.** In any action to be undertaken by CB&T with respect to the Program (including without limit with respect to any change to the Program that CB&T believes may be required due to a change in Applicable Law, the System Rules, or in response to any Criticism), CB&T shall provide Green Dot with its reasoned basis for the action to be taken and implemented. In the event Green Dot, in good faith, disputes a proposed action to be taken by CB&T, any Party can refer the matter to the Dispute resolution procedures set forth in Section 25.2.

3.2.4 **CB&T Final Determination.** At the conclusion of the consultation procedures set forth above, CB&T shall have the final determination as to any changes that may be required or advisable with respect to the Program, subject to the Dispute resolutions procedures of Section 25.2. Notwithstanding the foregoing consultation process, in the event that CB&T determines in its commercially reasonable judgment that a particular action or change to the Program must be implemented within a specific time period to address a change in Applicable Law, System Rule, or in response to a Criticism, CB&T shall have the right to implement, and cause Green Dot to implement, any required change to the Program in any time period that CB&T believes is necessary or appropriate.

3.2.5 **Green Dot Termination Right.** In the event CB&T determines to implement a change to the Program following the procedures set forth above and Green Dot determines in good faith and in its commercially reasonable judgment that (a) such change in the Program is not required under Applicable Law or the System Rules, which determination is supported by a legal opinion provided to Green Dot by a reputable law firm, with a copy of such opinion provided to CB&T, and (b) such a change would cause a Green Dot Material Adverse Effect, Green Dot may, upon one hundred and eighty (180) days written notice to CB&T, terminate this Agreement; provided, however, that Green Dot shall not have the right to terminate this Agreement pursuant to this Section 3.2.5 if it does not issue a termination notice within sixty (60) days following CB&T's decision to implement the change. Any termination by Green Dot pursuant to and permitted by this Section 3.2.5 shall be without any payment of liquidated damages or early termination payments of any kind by one Party to the other; provided that Green Dot shall pay CB&T the conversion expenses associated with such termination. For purposes of this Section 3.2.5 only, "**Green Dot Material Adverse Effect**"

means that Green Dot's income from the Program for the [*] would be more than [*] percent ([*]%) lower than its income for the prior [*] ([*]-[*]) period.

3.3 **Non-Exclusivity.** Except as otherwise expressly provided in this Section 3.3 or as otherwise mutually agreed to in writing by the Parties, there shall be no limitation or restriction on a Party's ability to engage in activities similar to the Program with any other Person. Without limiting the foregoing statement, Green Dot may enter into agreements or arrangements with other financial institutions to issue prepaid cards, cards or other bank products and services by and through the Retailers and other Merchants participating in the Program, and CB&T may enter into agreements and arrangements with third parties to issue and distribute products and services (including without limit prepaid cards and other cards) on behalf of CB&T.

3.4 **Program Operating Guidelines.** The Parties acknowledge and agree that, as of the Effective Date, the terms and provisions of Schedule 6.5.1 (the "**Program Operating Guidelines**") shall apply with respect to the manner in which Prepaid Cards shall be made available to consumers and the manner in which the Program shall operate. The Parties may amend the Program Operating Guidelines as provided in Section 3.2.1. The Parties agree to abide by the Program Operating Guidelines as in effect at any given time in performing their obligations under this Agreement.

3.5 **Green Dot's Right to Offer Prepaid Cards.** CB&T grants Green Dot the right to offer Prepaid Cards for sale on behalf of CB&T, and hereby appoints Green Dot as CB&T's agent for the sole and limited purpose of facilitating compliance with the Bank Secrecy Act and state money transmitter statutes with respect to the Prepaid Card Program, including the sale of payment instruments, and providing services as described herein with respect to the Prepaid Card Program. CB&T may appoint one or more Retailers and Resellers as its agent or delegate for the purpose of facilitating compliance with the Bank Secrecy Act, state money transmitter laws, the sale of Prepaid Cards, or otherwise as CB&T determines to be necessary or prudent after consultation with Green Dot.

3.6 **Other Products and Services.** Subject to the terms and conditions of this Agreement, during the Term, CB&T and Green Dot may, each acting reasonably, mutually agree in writing to the development and implementation of other financial or non-financial products and services that would be complementary to the Prepaid Card Program, beneficial to the Customer base or useful for CB&T given the nature and identity of the Customers, and the applicable mutually agreed pricing features and attributes. The terms and conditions of any such products or services, and the various rights, duties and obligations of each of Green Dot and CB&T (including fees, expenses and compensation) with respect to any such products or services, shall be as mutually agreed upon by the Parties, and shall be set forth in a Schedule to this Agreement signed by each Party; provided, however, that CB&T shall have final approval over any such products or services. Green Dot also may, with prior written approval from CB&T, which approval shall be granted or withheld in CB&T's commercially reasonable discretion, offer to Customers non-financial products or services directly or through a Third Party Service Provider (approved by CB&T pursuant to the terms hereof). In the event that CB&T has not responded to a Green Dot proposal for any new product or service to be offered through the Program within twenty (20) Business Days of CB&T's receipt from Green Dot of a

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written notice of its intent to offer such product or service (which notice shall contain sufficient detail on the proposed products and services), Green Dot may refer the matter to the Dispute resolution procedures set forth in Section 25.2.

3.7 Accounts. The Parties acknowledge that the use of the term "Account" herein is for identification purposes only and is not intended to imply that any particular relationship constitutes an "account" for purposes of application of Applicable Law or otherwise.

3.8 Handling of Funds.

3.8.1 Loading of Accounts — General Description. Pursuant to the terms of the applicable Retailer Agreement, a Retailer shall, in connection with the sale of a Prepaid Card or any Reload, (a) collect from the Customer the Load Amount and any Load Fee authorized by the Retailer Agreement, and (b) [*], [*] and [*]. Following completion of the sale transaction at a Retailer location, the [*] or, [*], a [*] ([*]) to [*]. [*] to [*] on the [*] in accordance with the terms of the Retailer Agreement.

3.8.2 Deposit Accounts.

(a) Establishment of Deposit Account. CB&T shall establish and maintain such CB&T accounts as further described herein and in Schedule 3.8.2(a), including the Program Accounts, as are necessary to provide the services described in this Agreement.

(b) Customer Funds. Each Retailer performing the sale of a Prepaid Card or any Reload shall [*] to the [*] or the [*], as applicable (collectively, the "[*]"). [*] ([*]) in [*] for the [*] ("[*]"). Per [*] shall [*] to a [*]. The [*] shall be [*] or [*] ("[*]") in [*] on [*] in accordance with [*]. Green Dot and CB&T acknowledge and agree that (i) once [*] or as otherwise [*], and [*] to [*] with respect to such [*] whether or not the [*], (ii) neither CB&T nor Green Dot shall [*] except as provided in this Agreement or in the Customer Agreement, and (iii) the [*] shall not be used for any other purpose.

(c) Daily Settlement. CB&T shall cause Customer Funds to be transferred from the Funding Accounts to the Settlement Accounts in an amount adequate to facilitate Settlement with the System on a daily basis or as otherwise determined by CB&T.

(d) Overdrawn Accounts. In the event an Account is overdrawn by a Customer, such overdrawn amount shall be deemed a receivable from the Customer to CB&T and such receivable shall be deemed assigned by CB&T to Green Dot in consideration for receipt of cash funds from Green Dot in such overdrawn amount paid to CB&T on a monthly basis.

ARTICLE 4 GREEN DOT RESPONSIBILITIES AND OBLIGATIONS

4.1 General Responsibilities. Green Dot shall assist CB&T in the development and marketing of the Program products and services, market and sell Prepaid Cards and other products and services on behalf of CB&T, and perform services that are necessary or appropriate to support the Program (collectively, the "Services"). Green Dot is responsible for ensuring that

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the Program and all Services performed and undertaken hereunder shall be in compliance with Applicable Law, System Rules and this Agreement (including, without limitation, the Program Operating Guidelines). Without limiting the foregoing, Green Dot shall provide the following Services:

- (a) marketing and advertising of Prepaid Cards and such other of CB&T's products and services as the Parties agree to advertise, including advertisement of the foregoing through Green Dot's website;
- (b) undertaking the Retailer, Merchant, Reseller and Third Party Service Provider objectives as set forth in ARTICLE 8;
- (c) activating Prepaid Cards and providing customer service in accordance with the Service Level Standards set forth in Section 6.13 and Schedule 6.13.1;
- (d) maintaining current and accurate books or records regarding the products and services marketed by Green Dot in accordance with Section 18.6;
- (e) providing CB&T with reports detailing transactions and servicing with respect to the Program products and services marketed by Green Dot on behalf of CB&T as set forth in Schedule 4.1(e) or such other periodic or ad hoc reports as may be mutually agreed upon by the Parties from time to time at no additional cost to CB&T within the reasonable capacity of Green Dot;
- (f) implementing the policies and procedures established by CB&T pursuant to this Agreement to approve Applicants, including the BSA/AML/OFAC Procedures;
- (g) monitoring all Applicable Law, including money services business laws, for changes and notifying CB&T of such changes;
- (h) monitoring all System Rules (including without limitation NACHA or other subsequent automated clearing house rules) for changes and notifying CB&T of such changes to the extent that CB&T, other than with respect to PCI Standards and rules and guidelines of an automated clearing house system or operator, either ensures that Green Dot receives communications directly from each System or CB&T provides Green Dot with System Rules changes (or a reasonable description of such changes) when such changes are communicated directly to CB&T;
- (i) processing Customer refunds on behalf of CB&T for the Program; and
- (j) providing appropriate notices to CB&T as required hereunder.

4.2 Development and Delivery of Customer Agreements. Green Dot shall cooperate with CB&T to develop, and shall, in connection with the issuance of a Prepaid Card, provide the Customer with the Customer Agreement and any additional Materials related to the Program, in each case as such Customer Agreement and other Materials are approved by CB&T pursuant to the terms of this Agreement. All charges and fees applicable to the products and services offered

pursuant to the Prepaid Card Program (or any other Program hereunder) shall be fully and completely disclosed in the Customer Agreement; provided, however, that the terms and conditions applicable to any ancillary products or services may be disclosed in a separate agreement related to such product or service or in a supplement to the Customer Agreement.

4.3 **Green Dot Employees.** Green Dot shall be responsible for the conduct and active monitoring of its employees and sales representatives with respect to all aspects of Green Dot's performance under this Agreement and the Program, including without limitation their respective compliance with this Agreement, Applicable Law, System Rules, and the Program Operating Guidelines and the Oversight Plan.

4.3.1 **Background Checks and Employee Responsibility.** Without limiting the foregoing, Green Dot shall (i) conduct background and OFAC checks on each of its employees engaged in providing the Services, (ii) [*], and, if available [*], of [*], and [*] for [*] the [*] for any reason, and (iii) comply with the provisions of Section 19 of the Federal Deposit Insurance Act, as amended by the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (12 U.S.C. § 1829). [*]. Green Dot shall take action as soon as possible to rectify any non-compliant activity or other activity that, in CB&T's commercially reasonable discretion, could cause harm to CB&T's reputation or business.

4.3.2 **Green Dot Training.** Green Dot shall provide appropriate training for its officers, employees, agents and representatives with respect to their duties, if any, related to the Program, and shall appropriately supervise all such personnel.

4.4 **Material Change to Green Dot.** Green Dot shall notify CB&T as promptly as practicable in compliance with Applicable Law regarding a material change in Green Dot's business operations, targeting of consumers or material acquisitions which may have an impact on the Program or Green Dot's ability to perform its obligations hereunder.

ARTICLE 5 CB&T RESPONSIBILITIES

5.1 **CB&T Activities.** CB&T shall be responsible for the following activities for the Program:

(a) approval of Prepaid Card Program and other products and services that may be provided under the Program or any non-financial products or services that may be offered to Customers in accordance with Section 3.6;

(b) approval of all Materials, including training materials, applications, Customer Agreement, and marketing documentation in accordance with Section 6.11.2;

(c) in accordance with Section 6.8, approval of the BSA/AML the BSA/AML/OFAC Procedures;

(d) establishment and maintenance of the Program Operating Guidelines and Oversight Plan;

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(e) issuing Prepaid Cards and causing personal identification numbers to be assigned for each Prepaid Card;

(f) holding Customer Funds in, and being liable to each Customer for Customer Funds in, Accounts, whether or not such Accounts have been activated by such Customer;

(g) providing Green Dot with any notifications received from a System (other than PCI Standards or communications from NACHA or the Federal Reserve in its role as an automated clearing house operator) with respect to the Program or any changes in System Rules as provided in Section 4.1(h);

(h) payment of compensation to Green Dot in accordance with Section 12.1; and

(i) working closely with Green Dot to develop and enhance the Program to meet CB&T's strategic objectives and goals, including by reviewing, assessing and approving in its commercially reasonable discretion, any modifications proposed by Green Dot.

5.2 Privacy Notices. Each Party shall be responsible for providing each Customer with such Party's Privacy Notice and the costs of mailing [*]; [*], that [*] shall reimburse [*] for the amount by which [*] printing and mailing costs for Privacy Notices exceed [*] % of [*] total [*] from the prior [*] ([*]) [*] period. Green Dot will support the technological and disclosure requirements necessary to permit the electronic delivery of disclosures upon Customer consent consistent with Applicable Law, to the extent the cost of such development would result in cost-savings in comparison with the expense of printing and mailing Privacy Notices. In addition, CB&T and Green Dot shall cooperate to (a) determine which Customers are entitled to annual Privacy Notices under Applicable Law, taking into account the status and balance of Accounts and the type of Prepaid Card held by each Customer, and (b) minimize the need under Applicable Law to provide annual Privacy Notices to Customers, such steps to include modifications to the Materials on a going-forward basis as necessary or appropriate to define when Accounts will be considered inactive; provided that such obligation would not require a change in terms announcement or other obligation that would be cost-prohibitive. Green Dot shall then take appropriate steps to flag or identify those Customers and related Accounts that will not receive annual Privacy Notices so as to minimize delivery of annual Privacy Notices when not required by Applicable Law.

5.3 Customer Agreements. CB&T shall be the contracting party under all Customer Agreements and shall enter into a Customer Agreement with each Customer.

ARTICLE 6 PROGRAM COMPLIANCE

6.1 Compliance with Applicable Law and System Rules. CB&T acknowledges and agrees that it shall be responsible for the Program compliance with Applicable Law and System Rules, including, (i) all charges and fees applicable to the Prepaid Cards, (ii) any disclosures provided to any Customer, including, the Customer Agreements and Privacy Notices, and

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(iii) other products and services of CB&T; provided, however, that such responsibilities of CB&T shall in no way limit Green Dot's indemnification obligations under ARTICLE 24 except as provided in Section 24.1.2. Green Dot agrees that it shall comply, and shall cause all Retailers and Third Party Service Providers to comply, with all such instructions it receives from CB&T. CB&T shall advise Green Dot in a timely manner of all communications to CB&T related to the Program that CB&T receives from any System (other than PCI Standards or communications from an automated clearing house system or operator).

6.2 Oversight Plan. CB&T has established the Oversight Plan as set forth in Schedule 6.2. CB&T may amend such Oversight Plan from time to time as provided in ARTICLE 3. Green Dot shall comply with the Oversight Plan and, during the Term, the provisions of the Oversight Plan shall apply in all respects to the rights, duties and obligations of Green Dot and CB&T. Green Dot shall seek CB&T's approval as set forth in this Agreement and the Oversight Plan prior to adding or modifying any Program products or services or modifying Green Dot's Services.

6.3 Compliance Officers. The Oversight Committee may appoint one or more compliance officers (each, a "**CB&T Compliance Officer**"), who may be officers of CB&T or Synovus, and who shall have reasonable access to Green Dot's facilities, personnel and records to review and examine for compliance purposes the services provided to Customers. The Oversight Committee or a CB&T Compliance Officer(s) shall be permitted to utilize a reasonable system of review by which to evaluate the services as deemed appropriate by CB&T. The results of such reviews shall be reported monthly to the Oversight Committee for use in its evaluation of the existing Service Level Standards. The Oversight Committee may establish regular audit procedures and frequencies for the services provided to Customers by Green Dot. Green Dot shall designate a specified representative (the "**Green Dot Compliance Officer**") who shall be a senior level employee of Green Dot, to coordinate compliance matters with the Oversight Committee or CB&T Compliance Officer(s). The Green Dot Compliance Officer, the Oversight Contact, and CB&T Compliance Officer(s) shall be identified in the Oversight Plan. Green Dot shall consult with CB&T prior to replacing the Green Dot Compliance Officer, and in good faith discuss any objection CB&T may have to such replacement.

6.4 Compliance Counsel. CB&T may exercise its discretion to obtain legal counsel ("**Compliance Counsel**") with expertise in the field of payment instruments to assist CB&T in reviewing, and to advise CB&T with regard to, the compliance with all Applicable Law and System Rules, and all Materials, procedures and matters referred to in the Oversight Plan. Such Compliance Counsel shall be employed solely by CB&T and retained in that capacity so long as CB&T deems advisable, shall have no client relationship with Green Dot, and shall owe no duty of loyalty to Green Dot. Until Green Dot is notified otherwise by CB&T, the Compliance Counsel shall be John ReVeal of Nelson Mullins Riley & Scarborough LLP, as identified in Section 26.14. [*] shall [*] fees and disbursements for the review and advice, as provided in this Section 6.4, upon presentation [*] of statements therefore; provided, however, that [*] will notify [*] to beginning any individual project or matter after the Effective Date if [*] believes that the fees and disbursements for such project or matter could exceed \$[*] and, in such case, shall obtain [*]'s prior approval for such project or matter.

6.5 Operating Processes and Procedures.

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6.5.1 Program Operating Guidelines. The current Program Operating Guidelines, including the New Relationship Process and the process for the loading and reloading of Prepaid Cards, are attached hereto in Schedule 6.5.1.

6.5.2 Review and Approval of Changes to the Process.

(a) In the event Green Dot desires to change the New Relationship Process in any material way, Green Dot shall first present the proposed changes to CB&T for review as set forth in the Oversight Plan and may not implement the change unless and until CB&T has approved such proposed change. CB&T shall review the proposed changes and provide any comments or modifications as promptly as reasonably possible.

(b) Notwithstanding Section 6.5.2(a), in the event that (i) Green Dot identifies circumstances requiring immediate changes to the New Relationship Process either to (1) protect CB&T or Green Dot against money laundering, losses due to fraud, computer hacking or viruses, or (2) ensure compliance with the Bank Secrecy Act or the laws, regulations, rules and sanctions administered by the Office of Foreign Assets Control, and (ii) in such event Green Dot in good faith determines that changes to the New Relationship Process must be implemented immediately to avoid the foregoing losses or to ensure material compliance with the Bank Secrecy Act or the laws, regulations, rules and sanctions administered by the Office of Foreign Assets Control, then Green Dot may implement such changes (the "**Emergency Changes**") without first notifying CB&T, provided that Green Dot promptly reports such Emergency Changes to CB&T and implements such modifications to the Emergency Changes as CB&T in its reasonable discretion determines to be necessary, appropriate or prudent.

6.5.3 Other Programs. CB&T may establish additional policies and procedures for any other product or service offered under this Program after consultation with Green Dot.

6.6 Marketing Initiatives. Green Dot shall obtain the prior approval of CB&T with respect to any marketing initiatives under the Program that it desires to implement as set forth in the Oversight Plan.

6.7 Escheat. Green Dot shall provide escheat services on CB&T's behalf for the Program in compliance with all state unclaimed property laws, including remitting any unclaimed funds to the appropriate jurisdiction as required under Applicable Law, as set forth in the letter agreement set forth in Schedule 6.7. [*] shall be solely liable for any costs and fines related to any challenge by any Regulatory Authority with respect to escheat or unclaimed property laws, regardless of whether such cost is incurred by or such fines are assessed to CB&T or Green Dot.

6.8 BSA/AML/OFAC Compliance. Green Dot shall comply with the obligations of the Bank Secrecy Act and implement the comprehensive Bank Secrecy Act, anti-money laundering, and OFAC program (the "**BSA/AML/OFAC Procedures**") approved by CB&T and as set forth in Schedule 6.8, designed specifically to address the products and services offered pursuant to the Program. Green Dot shall maintain the BSA/AML/OFAC Procedures, and such other compliance measures, including a system of internal controls to assure ongoing compliance with the Bank Secrecy Act, independent testing of the BSA/AML/OFAC Procedures, the

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designation of an individual or individuals responsible for coordinating and monitoring the BSA/AML/OFAC Procedures and training for appropriate personnel. Green Dot and CB&T shall coordinate complete reviews of the BSA/AML/OFAC Procedures and any other Green Dot Bank Secrecy Act, anti-money laundering, and OFAC program as it relates to the Program at least annually, and more frequently when new enforcement trends, regulatory guidance, or changes to Applicable Law suggest that such reviews are advisable in CB&T's reasonable determination.

6.9 Compliance and Legal Action.

6.9.1 Receipt of Criticism. In the event that a Party receives criticism in a report of examination or in a related document or specific oral communication from, or is subject to formal or informal supervisory action by, or enters into an agreement with any Regulatory Authority or any System with respect to any matter whatsoever relating to (including omissions therefrom) the Program (any such event a "**Criticism**"), such Party, as applicable, shall advise the other Party in writing of the Criticism received and share with the other Party relevant portions of any written documentation, or for oral communications, provide a detailed summary in writing, received from the relevant Regulatory Authority or System, as applicable, to the extent not specifically prohibited by Applicable Law or System Rules. Following receipt of such Criticism the Parties shall in good faith consult as to the appropriate action to be taken to address such Criticism, and resolution of such Criticism shall be in accordance with Section 3.2.3. Green Dot shall take all actions deemed necessary by CB&T, in its commercially reasonable discretion, to address the Criticism in the manner and time period specified by CB&T. CB&T may seek specific performance under this Section 6.9.1.

6.9.2 Regulatory Communications. Each Party shall, to the extent permitted by Applicable Law, provide the other Party with notice and copies of any material Regulatory Communications received by such Party concerning any aspect of the Program within five (5) Business Days of receipt of such Regulatory Communication. For any Regulatory Communication for which a response from either Party is required or in either Party's reasonable judgment is prudent, the Parties shall coordinate and cooperate on the response. If the Regulatory Communication concerns any aspect of the Program, CB&T shall have the final authority to approve the actual response to be made.

6.9.3 Executive Complaints and Responses. Each Party shall provide the other Party's Compliance Officer (or such other person as either Party may designate) with notice and copies of any Executive Complaint within five (5) Business Days of receipt of such Executive Complaint. The Green Dot Compliance Officer (or his or her designee) shall propose appropriate response to such Executive Complaints and the CB&T Compliance Officer shall approve the final responses for all Executive Complaints.

6.9.4 Program Complaints and Responses. Each Party shall catalog and maintain copies of all Criticisms, Regulatory Communications, and Executive Complaints (collectively, "**Complaints**"), and responses thereto for the period required by Applicable Law or such longer period as specified by CB&T in a written notice to Green Dot. Each Party shall (i) have access at all times to pending and closed Complaints and responses, and (ii) review

monthly a summary of all Complaints and audit a reasonable number, as mutually determined by the Parties, of such Complaints.

6.9.5 Legal Action. Each Party shall promptly notify the other Party of any legal action relating to the Program brought by a third party. Each Party shall make commercially reasonable efforts to assist the other Party in complying with any subpoenas relating to any such legal action.

6.10 Regulatory Examinations.

6.10.1 CB&T Examination. Green Dot agrees to (i) cooperate and require all Retailers, Resellers and Third Party Service Providers to cooperate in any examination which may be requested by any Regulatory Authority or System with audit and examination authority over CB&T and (ii) provide and shall require all Retailers, Resellers and Third Party Service Providers to provide to CB&T any information that may be requested by any Regulatory Authority or System in connection with their examination or review of CB&T or the Program and shall reasonably cooperate, and (iii) require all Retailers, Resellers and Third Party Service Providers to reasonably cooperate, with such Regulatory Authority or System in connection with any such examination or review. Green Dot also shall, at its sole cost and expense, provide such other information, including financial information, as CB&T, System or any Regulatory Authority may from time to time reasonably request with respect to Green Dot, Retailers, Reseller and Third Party Service Providers.

6.10.2 Green Dot Examination. CB&T (i) acknowledges that Green Dot is subject to examination under the Bank Service Company Act, and (ii) agrees to cooperate with any such examination subject to Applicable Law. In connection therewith, CB&T shall provide to Green Dot any information that may be required by any Regulatory Authority or System in connection with their examination or review of Green Dot or the Program and shall reasonably cooperate with such Regulatory Authority or System in connection with any such examination or review. CB&T also shall provide such other information as the Systems or any Regulatory Authority may from time to time reasonably request with respect to the Program. CB&T shall make such data and other information available to Green Dot at the sole cost and expense of CB&T.

6.11 Green Dot Licensing and Registration Requirements.

6.11.1 State Licensing Requirements. Green Dot shall obtain and maintain, and shall ensure that each Retailer, Reseller and Third Party Service Provider obtains and maintains, all licenses, permits and approvals necessary for the Program under Applicable Law. Without limiting the foregoing, Green Dot shall obtain, and shall ensure that Retailers and Resellers obtain, licenses (or exemptions from licensing) as a registered money services business as required by federal and state money services business laws and that each Retailer and, if applicable, Reseller, is either (i) sponsored by Green Dot as agent pursuant to appropriate agency agreements with Green Dot, (ii) is sponsored by CB&T as agent pursuant to appropriate agency agreements with CB&T or (iii) is appropriately registered as money services business, as required by federal or state money services business laws.

6.11.2 System Registration Requirements. CB&T shall maintain its registration with the applicable System and fully comply with the terms of any documents and agreements executed therewith. Green Dot shall provide CB&T a monthly update of the identity and location of all locations where Prepaid Cards are sold.

6.12 Materials.

6.12.1 General Approval. Except as otherwise expressly provided herein, the Parties shall mutually develop all Materials; provided, however, that CB&T shall have final approval over all Materials and New Materials. All Materials shall comply with this Agreement, the System Rules and Applicable Law. Green Dot shall not use any Materials or New Materials unless CB&T has expressly approved such Materials or New Materials. Green Dot shall promptly submit to CB&T copies of all New Materials it contemplates using in connection with the Program, and CB&T shall promptly approve or reject such New Materials in its reasonable discretion. In the event that CB&T has not responded to Green Dot's proposal to approve specific New Materials within fifteen (15) Business Days of CB&T's receipt from Green Dot of the form of such New Materials, Green Dot may refer the matter to the Dispute resolution procedures set forth in Section 25.2; provided, however, if New Materials are materially or substantively changed by Green Dot after Green Dot's initial submission of such New Materials to CB&T for approval, the foregoing fifteen (15) Business Day time period for review begins anew upon Green Dot's submission of such modified New Materials to CB&T.

6.12.2 Amendment to Materials. In the event there is a change in Applicable Law or System Rules, Green Dot and CB&T shall, in advance of the effective date of any such change (when such change has an effective date), coordinate a review of all Materials that could be affected by such change, and Green Dot shall implement all required changes to the Materials as determined by CB&T, in consultation with Green Dot, pursuant to the provisions of Section 3.2.1. CB&T may require Green Dot to amend previously approved Materials as necessary to comply with Applicable Law, System Rules, or prudent industry practice. [*] shall bear all reasonable costs related to any changes to the Materials required hereunder. In the event of a modification to the Customer Agreement that requires a change to the Prepaid Cards, informational disclosures, Prepaid Card carrier, or other Materials, CB&T and Green Dot shall agree to an implementation process that enables Green Dot to utilize any existing inventories of such materials to the extent practicable and to the extent such use would comply with Applicable Law and System Rules.

6.12.3 Delivery of Materials. Green Dot shall provide CB&T with copies of any and all of the Materials, including advertisements, Green Dot's policies and procedures promulgated in connection with this Agreement, Materials relating to Customer service by Green Dot under the Program, training materials, call center scripts and form letters, and any other documentation or processing information related to the Program which CB&T may request. Without limiting the foregoing, Green Dot shall provide CB&T with copies of Green Dot's policies and procedures relating to the Program when such policies or procedures are materially modified and, in any event, at least annually.

6.13 Customer Service.

* **Confidential Treatment Requested.**

6.13.1 Service of Accounts by Green Dot. Green Dot shall service, administer and arrange for such trained personnel as are necessary or appropriate for servicing the Accounts in accordance with the Service Level Standards set forth in Schedule 6.13.1. With respect to any servicing activity not specifically identified in Schedule 6.13.1, Green Dot shall provide such services at a commercially reasonable standard of care consistent with industry best practices as approved by CB&T hereunder. Any material changes to the anticipated Service Level Standards set forth in Schedule 6.13.1 shall be approved by CB&T in its commercially reasonable discretion. CB&T and Green Dot shall establish the criteria and procedures for directing Customer calls and correspondence to CB&T.

6.13.2 Customer Service Standards. CB&T shall develop Customer service standards for servicing that are designed to promote Customer satisfaction and to promote the preservation and growth of the Customer base. CB&T may, but shall not be required to, monitor or at any time audit or otherwise review compliance with standards to confirm that required levels be maintained. CB&T may request additional Customer service standards. If CB&T receives any guidance, complaints or comments from any Regulatory Authority or System or is required to do so by Applicable Law, CB&T and Green Dot shall work together to alter or amend such Customer service standards to reasonably address such concerns.

6.13.3 CB&T Monitoring. CB&T or any System or Regulatory Authority may, subject to Applicable Law and Green Dot's privacy policies, monitor Customer calls, e-mails, and other Customer communications on a random, periodic basis for quality. All of the foregoing monitoring by CB&T may be conducted by CB&T on an anonymous basis insofar as the individuals participating in the calls, e-mails or other Customer communications is concerned; provided, however, that Green Dot management may be informed of such monitoring and all participants to the calls, e-mails or other Customer communications may receive advance notice, if required by Applicable Law, that calls, e-mails and other Customer communications may at any time be monitored for quality control purposes.

6.13.4 Customer Surveys. At CB&T's request, no more frequently than two (2) times each year, Green Dot shall conduct Customer surveys to assess Customer satisfaction. Such surveys shall be developed jointly by CB &T and Green Dot, and Green Dot shall share the results of all such surveys with CB&T.

6.13.5 Fraud Monitoring. Green Dot shall monitor usage of Program products and services by Customers, Accounts, Retailers and Resellers to track, review and report on fraudulent use of Program products and services, and the Parties shall cooperate to reduce fraud. Green Dot also shall adopt such fraud monitoring practices as are substantially similar to and consistent with the best industry practices and any applicable System Rules. Green Dot shall provide to CB&T a summary report of findings from Green Dot's fraud monitoring at least quarterly, which fraud report shall include a quarterly fraud trends update.

ARTICLE 7 SYSTEM RULES

7.1 System Membership/Registration. CB&T shall (i) remain a member in good standing in the Systems associated with the products and services marketed by Green Dot on

behalf of CB&T, and (ii) provide such BINs and similar identifiers necessary in conjunction with such products and services. CB &T shall register Green Dot with the System(s) designated in Schedule 7.1 as a third-party provider (e.g., an Independent Sales Organization with Visa or as a Member Service Provider with MasterCard). Green Dot shall execute and provide CB&T with all documentation as may be necessary for such registrations and any renewals thereof, and shall be responsible for all initial registration fees, renewal fees and any assessments related to Green Dot's registration with such System(s). Green Dot shall maintain its registration with the applicable System and fully comply with the terms of any documents and agreements executed therewith. Green Dot and CB&T shall deliver to each other, within five (5) Business Days of receipt, a copy of all notices or correspondence (other than Confidential Information) received from the Systems relating to any products or services marketed by Green Dot on behalf of CB&T unless such communication is time-sensitive, in which case, such communication shall be delivered as soon as reasonably practicable.

7.2 System Obligations. Each Party shall take all actions as may be required from time to time by any System in connection with the Program. Additionally, (i) [*] shall be responsible for [*], [*], [*], [*] or [*] assessed from time to time by any System in connection with the Program [*], and, if such [*], [*], [*], [*] or [*] are paid by [*], then [*] shall [*], and (ii) [*] shall be responsible for [*], [*], [*], [*] or [*] assessed from time to time by any System in connection with the Program [*], and, if such [*] are paid by [*], then [*] shall [*].

ARTICLE 8 RETAILER, RESELLER AND THIRD PARTY SERVICE PROVIDER AGREEMENTS

8.1 Development of Retailer Group.

8.1.1 New Merchant Selection. Subject to this ARTICLE 8, Green Dot and CB&T shall from time to time select new Merchants to participate in the Prepaid Card Program as Retailers, following which Green Dot shall enter into Retailer Agreements with such Merchants. Green Dot is hereby authorized to enter into agreements with each Retailer which set forth the terms by which such Retailer shall be compensated for its marketing and sale of Prepaid Cards, which may include, but shall not be limited to, [*]. [*] shall be responsible for administering the business relationships with the Retailers.

8.1.2 Existing Group. The Parties acknowledge and agree that all Retailers, Resellers and Third Party Service Providers used by Green Dot as of the Effective Date (and identified in Schedule 8.1.2) have been approved by CB&T, and Green Dot shall not be required to obtain CB&T's further approval to engage such third parties to participate in the Program as Retailers, Resellers or Third Party Service Providers; provided, however, that CB&T may withdraw such approval pursuant to the terms hereof; and provided further, that Green Dot may not change the terms of any Retailer, Reseller or Third Party Service Provider Agreement as in effect as of the Effective Date without the prior approval of CB&T as provided in Section 8.4 hereof, other than terms relating to (i) the compensation of a Retailer for its marketing and sale of Prepaid Cards, (ii) agency or other language to comply with state money transmission licensing requirements, or (iii) a one-time extension of the term of the agreement for up to twelve (12) months.

* **Confidential Treatment Requested.**

8.2 Retailer Approval; Excluded Merchants. CB&T at all times reserves the right to reject, or terminate its relationship with, any Retailer for the Program if in CB&T's commercially reasonable judgment such Retailer could expose CB&T to legal, financial, or reputational risk, risk of lawsuit or Criticism, or otherwise engages in types of businesses or conduct that are inconsistent with CB&T's corporate philosophies or risk tolerances. A Merchant may not participate in the Program as a Retailer unless: (i) CB&T approves the Merchant's application; and (ii) Green Dot and the Merchant (and if applicable, CB&T) execute a Retailer Agreement that has been approved by CB&T pursuant to Section 8.4 hereof. If Green Dot desires to add a new Merchant to the Program, Green Dot will provide a request and information on the Merchant to CB&T, and CB&T will acknowledge receipt of such request within seven (7) Business Days after receipt of such request and provide Green Dot with an approval or denial decision within twenty (20) Business Days after receipt of such request. Unless CB&T otherwise conditions its approval, approval of a Merchant shall include all locations of that Merchant identified in the Retailer Agreement; provided, however, that Green Dot shall remain liable and indemnify CB&T and hold CB&T harmless for all actions or failures to act by a Merchant with respect to its activities and those at any location included in the Retailer Agreement. If Applicable Law requires CB&T to be a party to the Retailer Agreement, CB&T shall enter into an agreement with the Retailer solely to the extent required by Applicable Law.

8.3 Reseller Approval. All prospective Resellers solicited by Green Dot shall be approved by CB&T. CB&T at all times reserves the right to reject, or terminate its relationship with, any Reseller for the Program if in CB&T's commercially reasonable judgment such Reseller could expose CB&T to legal, financial, or reputational risk, risk of lawsuit or Criticism, or otherwise engages in types of businesses or conduct that are inconsistent with CB&T's corporate philosophies or risk tolerances. A prospective Reseller may not participate in the Program unless (a) CB&T approves the prospective Reseller's application and (b) Green Dot and the prospective Reseller (and if applicable, CB&T) execute a Reseller Agreement that has been approved by CB&T pursuant to Section 8.4 hereof. If Green Dot desires to add a new Reseller to the Program, Green Dot will provide a request and information on the Reseller to CB&T, and CB&T will acknowledge receipt of such request within seven (7) Business Days after receipt of such request and provide Green Dot with an approval or denial decision within twenty (20) Business Days after receipt of such request. Unless CB&T otherwise conditions its approval, approval of a Reseller shall include all locations of that Reseller identified in the Reseller Agreement; provided, however, that Green Dot shall remain liable and indemnify CB&T and hold CB&T harmless for all actions or failures to act by the Reseller with respect to its activities and those at any location included in the Reseller Agreement. If Applicable Law requires CB&T to be a party to the Reseller Agreement, CB&T shall enter into an agreement with the Reseller solely to the extent required by Applicable Law.

8.4 Retailer and Reseller Agreements. Green Dot has provided to CB&T the form of its standard Retailer Agreement and Reseller Agreement, copies of which are set forth in Schedule 8.4 (collectively, the “**Standard Agreements**”). The Parties agree that although variances in the terms of the Standard Agreements may be necessitated by virtue of negotiations between Green Dot and any particular Retailer or Reseller, Green Dot covenants and agrees to utilize its commercially reasonable efforts to confirm that all Retailer and Reseller Agreements deviate as immaterially as possible from the Standard Agreement. Any material deviations from the Standard Agreement related to confidentiality, CB&T approval of the program, settlement or compliance with law shall require the prior written consent of CB&T, and any modifications to any Retailer Agreement or Reseller Agreement after it has been executed by the Retailer or Reseller must be approved by CB&T, other than modifications provided for in subsections (i) through (iii) of Section 8.1.2; provided that CB&T shall make reasonable efforts to provide a determination to Green Dot’s request for approval within five (5) Business Days of CB&T’s receipt of such request, such approval shall not be unreasonably withheld or conditioned, and Green Dot and CB&T agree that it shall not be unreasonable for CB&T to refuse a deviation from the Standard Agreement or modification to an existing Retailer or Reseller Agreement if CB&T determines in its commercially reasonable discretion that such deviation or modification could expose CB&T to legal or reputational risk, risk of lawsuit or regulatory action, or otherwise would be inconsistent with CB&T’s risk policies. Green Dot shall provide to CB&T copies of all executed Retailer and Reseller Agreements, including all amendments, supplements and modifications thereof, promptly upon the execution of such agreement and amendments, supplements or modifications.

8.5 Third Party Service Provider Agreement and Approval. A service provider shall not provide services for the Program unless (i) the service provider is approved by CB&T pursuant to the standards for acceptance (“**Third Party Service Provider Application Approval Policy**”) set forth in the Program Operating Guidelines; and (ii) Green Dot and the service provider execute an agreement which shall, at a minimum, include the provisions and address the issues set forth in Schedule 8.5. No material change in the scope of responsibilities (including the assignment of different kinds of Accounts) of an approved Third Party Service Provider agreement may be made without CB&T’s prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed.

8.6 Approval of Assumption of Responsibilities by Green Dot or its Affiliates. In the event that Green Dot or any of Green Dot’s Affiliates chooses to perform any of the functions that, as of the time of such choice or the Effective Date of this Agreement (whichever is later), are performed by any Processor or other Third Party Service Provider, Green Dot or such Affiliate, as applicable, must (i) satisfy the Third Party Service Provider Application Approval Policy; (ii) be approved by CB&T, which approval shall not be unreasonably withheld; and (iii) in the case of a Green Dot Affiliate, execute an addendum to this Agreement setting forth its responsibilities.

8.7 Changes to and Renewal of Agreements.

(a) CB&T may in its commercially reasonable discretion (and subject to Section 3.2.3), modify (or require that Green Dot modify) any Reseller Agreement, Retailer Agreement, or Third Party Service Provider agreement, and the Standard Agreements, to reflect

changes in Applicable Law, System Rules, or in response to Criticism. Following any such modification Green Dot shall, to the extent applicable, amend the existing Retailer Agreements, Reseller Agreements, and Third Party Service Provider agreements to reflect such change.

(b) No Retailer Agreement, Reseller Agreement, or Third Party Service Provider agreement may be renewed without CB&T's prior approval under the standards set forth in Sections 8.2, 8.3 and 8.5 for CB&T's initial approval of such agreement. In the event one of the foregoing agreements renews automatically by its terms unless a party thereto provides advance notice of non-renewal to the other party or parties before a specified time period or date (the "**Non-Renewal Deadline**"), CB&T shall provide notice to Green Dot within thirty (30) calendar days before such Non-Renewal Deadline if CB&T does not approve the renewal of the relevant agreement. Green Dot will provide CB&T, promptly upon its execution, copies of each Retailer Agreement, Reseller Agreement, and Third Party Service Provider agreement and any amendments to any of the foregoing agreements.

8.8 Compliance by Retailers, Resellers and Third Party Service Providers.

(a) Green Dot shall be responsible for the conduct and monitoring of Retailers, Resellers and Third Party Service Providers with respect to all aspects of their performance under the Program, including without limitation their respective compliance with this Agreement, Applicable Law, System Rules, their respective Retailer, Reseller and Third Party Service Provider agreements, and the Program Operating Guidelines and the Oversight Plan.

(b) Green Dot shall be liable to and indemnify CB&T and hold CB&T harmless for Green Dot's, Retailers', Resellers' or Third Party Service Providers' actions, failures to act or failure to comply with Applicable Law, System Rules, this Agreement or the applicable Retailer, Reseller or Third Service Provider Agreement, and the Program Operating Guidelines and Oversight Plan, to the extent such actions, failures to act or failure to comply relate to the Program.

8.9 Denial or Termination of Retailer, Reseller or Third Party Service Provider. Green Dot acknowledges and agrees that CB&T's decision whether to approve or reject any entity that is under consideration to become a Retailer, Reseller or Third Party Service Provider, and whether to continue permitting any Retailer, Reseller or Third Party Service Provider to participate in the Program, shall be final and that CB&T may direct Green Dot to terminate any Retailer, Reseller or Third Party Service Provider with respect to the Program in the event that, in CB&T's commercially reasonable judgment, such Retailer, Reseller or Third Party Service Provider could expose CB&T to legal, financial, or reputational risk, risk of lawsuit or Criticism, otherwise engages in types of businesses or conduct that is inconsistent with CB&T's corporate philosophies or risk tolerance, or, in the case of a Third Party Service Provider, fails to perform to reasonable industry standards. In the event CB&T determines pursuant to the terms hereof to terminate an existing Retailer, Reseller or Third Party Service Provider, Green Dot shall wind- down its relationship with such Retailer, Reseller or Third Party Service Provider and terminate such agreement in a commercially reasonable manner taking into account (i) the monetary costs associated with such termination, (ii) the reason for such termination, and (iii) the impact on Green Dot's customers and staffing.

8.10 Retailer, Reseller and Third Party Service Provider Due Diligence, Training and Monitoring.

8.10.1 Due Diligence. Prior to referring any entity to CB&T to become, as applicable, a Retailer, Reseller or Third Party Service Provider, Green Dot shall perform a due diligence review and document such review of the entity and, as applicable, its principal owners and management, as set forth in the Program Operating Guidelines and, with respect to Third Party Service Providers, as otherwise is consistent with the FFIEC's IT Examination Handbook (including the booklets therein entitled "Supervision of Technology Service Providers" and "Outsourcing Technology Services"), as such handbook is amended from time to time (collectively, the "**FFIEC Handbook**").

8.10.2 Financial And Other Monitoring. Green Dot shall perform ongoing financial monitoring of all Retailers, Third Party Service Providers and Resellers, such monitoring to be consistent with Applicable Law, including, but not limited to, the FFIEC Handbook, and System Rules. Green Dot shall request Retailers, Third Party Service Providers and Resellers to furnish CB&T with such financial and other information as CB&T may from time to time reasonably request. Green Dot shall promptly notify CB&T of any information Green Dot receives that is reasonably likely to have a material adverse effect on the creditworthiness of any Retailer, Third Party Service Provider or Reseller or that could affect a Retailer's, Third Party Service Provider's or Reseller's ability to meet its obligations under the Program. Green Dot also shall promptly notify CB&T in the event Retailer or Reseller engages in any activities that Green Dot suspects may create legal, financial or reputational risk, risk of lawsuit or Criticism.

8.10.3 Security Measures and Controls. Green Dot shall monitor Retailers', Resellers' and Third Party Service Provider's operations, policies and procedures, such monitoring to be consistent with the requirements and guidance reflected in the FFIEC Handbook, and shall cause Retailers, Resellers and Third Party Service Providers (to the extent it may have access to Accountholder Data) to have proper security measures in place for the protection of Accountholder Data that are in compliance with Applicable Law and System Rules, including the Payment Card Industry Data Security Standard as implemented by the applicable System.

8.10.4 Training. Green Dot shall provide to each Retailer, Reseller and Third Party Service Provider that provides Customer-facing Services (e.g., call center providers) all necessary and appropriate training and support required to implement the Program, all in a form and substance reasonably satisfactory to CB&T and in accordance with industry best practices.

8.10.5 Third Party Service Provider Site Certifications. If requested by CB&T consistent with Section 3.2.3, or if required by CB&T's credit policy, Applicable Law, or the System Rules, Green Dot shall perform periodic site certifications reasonably satisfactory to CB&T of each Third Party Service Provider in order to determine that such entity has proper facilities, equipment, licenses and permits to perform its services related to the Program. Green Dot shall submit a written inspection report to CB&T in connection with each such site certification in such form as CB&T shall reasonably designate, and Green Dot warrants that, as of the date of the submission of such inspection report to CB&T, to the best of Green Dot's

knowledge, the report is true, correct, complete and not misleading. Upon Green Dot's determination that any information contained in any such inspection report is incorrect, incomplete, or misleading in any way, Green Dot shall promptly notify CB&T of same.

8.10.6 Secret Shopping. Green Dot shall institute and maintain a secret shopper program to monitor Retailer sales of Prepaid Cards. Such secret shopping program will be designed to review the Retailer's Prepaid Card sales practices and merchandising.

8.11 Existing Retailers, Resellers and Third Party Service Providers. Green Dot shall provide CB&T such information as reasonably requested with respect to all Retailers, Resellers and Third Party Service Providers.

8.12 Processor Relationship. Any Processor for the Prepaid Card Program shall be subject to the provisions of this Agreement as a Third Party Service Provider. CB&T has right of final approval of a proposed new Processor, such approval not to be unreasonably withheld or delayed. Green Dot shall cause CB&T personnel to have appropriate and adequate training on Processor's systems to access all Program information and reports necessary to CB &T and to cause CB&T personnel have access to all Program information on Processors' systems.

8.13 CB&T Right to System of Records. Green Dot acknowledges and agrees that, as the owner of the Program, CB&T has the right at any time to access all records, including all reports (periodic reports and ad hoc reports) and information available from any Third Party Service Provider (including, without limitation, Processor). Green Dot's agreement with each Third Party Service Provider (including, without limitation, Processor) shall require such Third Party Service Provider or Processor, to provide Green Dot with full access to all records, including all information and reports, related to the Program, and Green Dot Shall in turn provide those records, information and reports to CB&T upon CB&T's request.

8.14 Access to Third Party Service Providers. Green Dot hereby authorizes CB&T, in connection with CB&T's routine oversight for the Program and in connection with any Wind Down, to (i) communicate directly with any Third Party Service Provider (including, without limitation, a Processor), and (ii) to obtain from such Third Party Service Provider any reports and information relating to the Program that CB&T deems necessary or appropriate, and Green Dot hereby authorizes Third Party Service Providers to communicate directly with CB&T and provide such reports and information to CB&T; provided, however, that CB&T will not exercise these rights to conduct or to allow CB&T's auditors to conduct formal audits of the Third Party Service Providers.

ARTICLE 9 LINE OF CREDIT

9.1 Line of Credit. Green Dot is a borrower under that certain Fifth Amended and Restated Loan and Line of Credit Agreement, dated as of March 24, 2009, issued by CB&T, and certain related agreements as listed on Schedule 9.1 (the "Line of Credit"), as such may be amended or replaced from time to time pursuant to the Line of Credit and this Agreement.

9.1.1 Purpose of the Line of Credit. The Parties acknowledge and agree that the purpose of the Line of Credit is to [*], meaning any situation where the [*] does not have a [*] the [*], and in that way [*] to the [*] for the [*].

9.1.2 Advances on the Line of Credit. Notwithstanding anything to the contrary in the agreement or other documentation for the Line of Credit, draws on the Line of Credit can be initiated only by CB&T.

9.1.3 Increases to Line of Credit. Green Dot agrees to accept an increase in the credit limit for the Line of Credit if [*], including after appropriate [*], determines that such [*] in light of [*].

9.2 Lien and Security Interest. To secure Green Dot's obligations under this Agreement, under the Line of Credit, and such other debts as Green Dot shall owe to CB&T, Green Dot shall, contemporaneously with the execution of this Agreement, grant to CB&T a first priority lien and security interest in those Certificates of Deposit maintained by Green Dot with CB&T and CB&T's Affiliates, as such Certificates of Deposit (the "Green Dot CDs") are described on Schedule 9.2 of this Agreement. Next Estate Communications, Inc. ("NEC") has separately granted to CB&T a security interest, pursuant to a Commercial Security Agreement dated March 24, 2009 (the "NEC Security Agreement"), in all rights of NEC to deposits accounts as specified in the NEC Security Agreement, including without limitation those Certificates of Deposit maintained by NEC with CB&T and CB&T's Affiliates, as such Certificates of Deposit (the "NEC CDs") also are described on Schedule 9.2 of this Agreement (the Green Dot CDs and the NEC CDs are collectively referred to herein as the "CDs"). Green Dot shall execute and deliver to CB&T, and shall cause NEC to execute and deliver to CB&T, upon request, any instruments and documents necessary to perfect its first priority lien and security interest in and to such CDs and funds, including without limitation the Control Agreements listed on Schedule 9.2(a).

9.3 CB&T's Rights Regarding the CDs. If [*] at any time, whether under the Line of Credit, this Agreement, or as borrower, guarantor, depositor or otherwise, and [*], or if there is a [*], CB&T may, in its commercially reasonable discretion, [*] and [*] in the [*] and [*] the [*] in the [*]. If it does [*] from the [*] to the [*], CB&T shall [*] with respect to [*] that may apply to [*] under the terms of the [*]. With respect to a [*], CB&T may, but is not required to, cover the [*] through a [*] on the [*] prior to or instead of [*] with respect to the [*].

* **Confidential Treatment Requested.**

ARTICLE 10
FINANCIAL STATEMENTS; AUDITS

10.1 Financial Statements and Information Requests. Upon CB&T's request, Green Dot shall, within thirty (30) days of such request, provide CB&T with Green Dot's most recent financial statements, which may include quarterly or annual audited financial statements to the extent they are available. Such financial statements shall be certified in writing by a duly authorized officer or principal owner of Green Dot as to the accuracy of the data contained therein and the preparation of such statements in accordance with generally accepted accounting principles. Green Dot also shall provide such other information concerning Green Dot's business and Green Dot's compliance with this Agreement as CB&T may reasonably request. Green Dot authorizes CB&T to obtain from third parties financial and credit information relating to Green Dot and Green Dot shall execute any instruments or documents necessary to permit CB&T to obtain such certification.

10.2 Program Audit and Compliance.

10.2.1 Green Dot Audit Plans. Green Dot shall establish and maintain an internal audit plan for the Program and its obligations under this Agreement as approved by the audit committee of Green Dot's board of directors. Green Dot shall also establish and maintain an audit plan applicable to Retailers, Resellers and Third party Service Providers to ensure compliance by each of them with Applicable Law, System Rules, and the Retailer Agreements, Reseller Agreements, and Third Party Service Provider agreements, as applicable. Green Dot represents and warrants that its audit plans shall be consistent with industry best practices. Green Dot shall provide a copy of its audit plans to CB&T, and shall respond in good faith to address any concerns raised by CB&T, including with respect to the frequency, content and scope of the audits. Without limiting the foregoing, CB&T may require that Green Dot perform an audit of any specified Retailers, Resellers or Third Party Service Providers, pursuant to an audit plan and scope acceptable to CB&T in its commercially reasonable discretion. Green Dot shall submit a written audit report to CB&T in connection with each audit, and provide CB&T with any additional information requested with respect to any material issues of concern identified in the audit or by CB&T. Green Dot warrants that, as of the date of the submission of each such audit report to CB&T that the report is true, correct, complete, and not misleading. Upon Green Dot's determination that any information contained in any such audit report is incorrect, incomplete or misleading in any way, Green Dot shall promptly notify CB&T of the same.

10.2.2 CB&T and System Audits. During the Term, and solely to the extent related to Confidential Information obligations of ARTICLE 16 and books and records retention under Section 18.6, for a period of two (2) years thereafter: (a) CB&T and CB&T auditors may conduct audits of Green Dot as reasonably necessary to confirm compliance with this Agreement, the System Rules and Applicable Law, including a review of Green Dot's facilities and its books or records related to its performance of this Agreement; and (b) any System listed on Schedule 7.1 may conduct audits of Green Dot as necessary or appropriate under System Rules to confirm compliance with the applicable System Rules, including, to the extent necessary, a review of Green Dot's Third Party Service Providers' facilities.

10.2.3 Regulatory Audits. Green Dot agrees and acknowledges that any Regulatory Authority may audit Green Dot, Retailers, Resellers or Third Party Service Providers with respect to the Program, and Green Dot shall, and shall require each Retailer, Reseller and Third Party Service Provider to, promptly supply such auditing entities with reasonable and appropriate access to their respective facilities and requested information.

10.2.4 Cooperation. Green Dot shall cooperate with any audit by CB&T, CB&T's auditors, any Regulatory Authority, or any applicable System, and shall require all Retailers', Resellers' and Third Party Service Providers' to cooperate with any audit by any Regulatory Authority or applicable System. Green Dot shall and shall require each Retailer, Reseller and Third Party Service Provider to provide services pursuant to this Agreement in a manner that permits audit access as contemplated by this Section 10.2.4 without violating the confidentiality of any information not related to the Program.

10.2.5 BSA Audits. No less frequently than annually, Green Dot shall engage an independent auditing firm acceptable to CB&T in its commercially reasonable discretion to conduct a complete audit of Green Dot's compliance with applicable Bank Secrecy Act, AML and OFAC requirements as well as the BSA/AML/OFAC Procedures as set forth in the Oversight Plan, which shall include, without limitation, a review of Green Dot's policies and procedures in place with respect to identifying the number of sales of Prepaid Cards at any one Retailer or Reseller location in one day, limiting the number of Prepaid Cards activated by any one individual with the same social security number, and limiting the Load Amount of each Prepaid Card.

ARTICLE 11 LICENSE OF MARKS; TECHNOLOGY

Each Party shall have the right to review the use of any Marks prior to the use thereof, and to require the modification of any use that (i) does not comply with Applicable Law, (ii) is not in conformity with the general usage standards and policies of the Party as in effect from time to time, (iii) is outside the uses permitted by this ARTICLE 11; or (iv) is otherwise not reasonably acceptable to such Party.

11.1 Green Dot License Grant And Limitations.

11.1.1 Green Dot Marks. Subject to the terms and conditions set forth herein, including the obligation to obtain Green Dot's prior written consent in each instance pursuant to Section 11.1.2, Green Dot hereby grants to Synovus and CB&T a non-exclusive, non-transferable, non-sublicensable (except as set forth below) right and license to use the Green Dot Mark(s) owned by Green Dot and its Affiliates set forth in Schedule 11.1 solely as and to the extent necessary to (i) prepare and print Materials (including on the Internet) and Prepaid Cards, in each case in connection with the Program and in accordance with the terms of this Agreement, (ii) otherwise carry out Synovus' and CB&T's responsibilities hereunder, and (iii) authorize others to do any of the foregoing for and on behalf of Synovus and CB&T solely in connection with the Program and the Performance of this Agreement (the "**Green Dot License**"). Synovus and CB&T shall use the trademark designations "®" or "TM" or such other designation as Green Dot may specify or approve in connection with the Green Dot Marks on the Prepaid Cards and

Materials. If Green Dot or its Affiliates adopts a trademark, trade name, corporate name or logo not specified in Schedule 11.1, in lieu of or in addition to any then-existing Green Dot Mark (“**New Green Dot Mark**”), Green Dot may add such New Green Dot Mark to Schedule 11.1 by giving Synovus and CB&T written notice thereof and, upon such notice, such New Green Dot Mark shall be added to Schedule 11.1 and subject to the same rights and licenses as are set forth herein for Green Dot Marks.

11.1.2 Use Limitations. Synovus’ and CB&T’s rights under the Green Dot License are limited to using the Green Dot Marks in the identical style, typeface and graphic appearance as are set forth in Schedule 11.1 or as otherwise approved in writing by Green Dot in its discretion. Green Dot shall have the unilateral right, upon reasonable notice to Synovus and CB&T, to amend the style, typeface or graphic appearance of any Green Dot Mark owned by it if such amended mark is adopted by Green Dot for all or a substantial portion of its business, and to cause Synovus and CB&T to adopt within thirty (30) days (or as soon as reasonably practicable thereafter if the change cannot be implemented within thirty (30) days) such amended style, typeface or appearance in connection with all uses of such mark after such period. Green Dot shall bear all costs reasonably incurred by Synovus and CB&T to implement the changes required by any new or amended Green Dot Marks. In no event may Synovus or CB&T combine any Green Dot Mark with any other mark (other than a CB&T Mark, Synovus Mark or System Mark as permitted hereunder) or alter the design of any Green Dot Mark.

11.1.3 License Term. The Green Dot License shall remain in force during the Term (and the Wind Down Period) and shall automatically terminate upon the end of the Wind Down Period; provided, however, that Synovus and CB&T shall be entitled to use the name Green Dot to identify the Account in any activity with respect to the Accounts at any time during the Term of, and after termination or expiration of, this Agreement or the Wind Down Period. Except as set forth in this Agreement, upon the termination of the Green Dot License, Synovus and CB&T shall immediately cease any and all use of, and cause any permitted sublicensee to cease any and all use of, each Green Dot Mark and, at Green Dot’s option, either return to Green Dot or destroy any material bearing any applicable Green Dot Mark in its or any of its permitted sublicensee’s possession or under its control and provide Green Dot with reasonable assurances thereof.

11.1.4 Rights to Green Dot Marks. Except as expressly set forth in this Section 11.1, Synovus and CB&T shall have no right, title, or interest in or to the Green Dot Marks, and any goodwill arising from the use of the Green Dot Marks by Synovus or CB&T shall inure solely to the benefit of Green Dot or its Affiliates. Ownership of such goodwill shall vest in Green Dot or its Affiliates, and otherwise hereby is assigned to Green Dot or its Affiliates, without the need for any further action by any Party. Synovus and CB&T shall sign such documents (including assignments), and take such other actions, as Green Dot may reasonably request from time to time in order to effect the foregoing.

11.1.5 Infringement. Synovus or CB&T shall notify Green Dot if it becomes aware of: (i) any use or registration of any trademark that is reasonably likely to constitute infringement of any Green Dot Mark; (ii) any claim by a third party (A) of any right in any Green Dot Mark or in any confusingly similar trademark or (B) that use of any Green Dot Mark infringes the rights of any other Person; or (iii) any action that is, or is reasonably likely to be,

detrimental to Green Dot's rights in a Green Dot Mark. Green Dot shall have the exclusive right, at its sole cost and expense, to commence or prosecute any action on account of infringement, dilution or unauthorized use of any Green Dot Mark. Synovus and CB&T each further agrees not to assert any interest in, or take any action reasonably likely to adversely affect the validity or enforceability of any Green Dot Mark and to comply with Applicable Law in connection with its use of Green Dot Marks.

11.2 CB&T and Synovus License Grant And Limitations.

11.2.1 Synovus Marks and CB&T Marks. Subject to the terms and conditions set forth herein, including the obligation to obtain CB&T's and/or Synovus', as applicable, prior written consent in each instance pursuant to Section 11.2.2, CB&T on behalf of itself hereby grants to Green Dot a non-exclusive, non-transferable, non-sublicensable (except as set forth below) right and license to use Mark(s) owned by CB&T set forth in Schedule 11.2 (the "**CB&T Marks**"), and Synovus on behalf of itself hereby grants to Green Dot a non-exclusive, non-transferable, non-sublicensable (except as set forth below) right and license to use Synovus Mark(s) owned by Synovus set forth in Schedule 11.2 (the "**Synovus Marks**"), in each case solely as and to the extent necessary to (i) prepare and print Materials (including on the Internet), in each case in connection with the Program and in accordance with the terms of this Agreement, (ii) otherwise carry out Green Dot's responsibilities hereunder, and (iii) authorize others to do any of the foregoing for and on Green Dot's behalf solely in connection with the Program and performance of this Agreement (with respect to the CB&T Marks, the "**CB&T License**"; and with respect to the Synovus Marks, the "**Synovus License**"). Green Dot shall use the trademark designations "®" or "TM" or such other designation as CB&T or Synovus may specify or approve in connection with CB&T Marks or Synovus Marks on the Prepaid Cards and Materials. If CB&T, Synovus or their respective Affiliates adopts a trademark, trade name, corporate name or logo not specified in Schedule 11.2, in lieu of or in addition to any then-existing CB&T Mark or Synovus Mark ("**New CB&T Mark**"), CB&T or Synovus may add such New CB&T Mark to Schedule 11.2 by giving Green Dot written notice thereof and, upon such notice, such New CB&T Mark shall be added to Schedule 11.2 and subject to the same rights and licenses as are set forth herein for CB&T Marks and Synovus Marks.

11.2.2 Use Limitations. Green Dot's rights under the CB&T License and the Synovus License are limited to using CB&T Marks and Synovus Marks in the identical style, typeface and graphic appearance as are set forth in Schedule 11.2 or as otherwise approved in writing by CB&T or Synovus, as applicable, in their discretion. Each of CB&T and Synovus shall have the unilateral right, upon reasonable notice to Green Dot, to amend the style, typeface or graphic appearance of any Mark owned by it if such amended mark is adopted by CB&T or Synovus for all or a substantial portion of its business, and to cause Green Dot to adopt within thirty (30) days (or as soon as reasonably practicable thereafter if the change cannot be implemented within thirty (30) days) such amended style, typeface or appearance in connection with all uses of such mark after such period. In no event may Green Dot combine any CB&T Mark or Synovus Mark with any other mark (other than Green Dot Mark as permitted hereunder) or alter the design of any CB&T Mark or Synovus Mark.

11.2.3 License Term. The CB&T License and the Synovus License shall remain in force during the Term (and the Wind Down Period) and shall automatically terminate upon the

end of the Wind Down Period; provided, however, that if CB&T ceases to participate in the Program, the license for the use of such CB&T Marks by Green Dot shall terminate upon the conversion of the products or services offered by CB&T that ceases to participate and Green Dot shall, upon such conversion, cease any and all use of, and cause any permitted sublicensee to cease any and all use of, such CB&T Marks and, at CB<'s option, either return to CB&T or destroy any material bearing any applicable CB&T Mark in its or any of its permitted sublicensee's possession or under its control and provide CB&T with reasonable assurances thereof. Except as set forth herein, upon the termination of the CB&T License or Synovus License, Green Dot shall immediately cease any and all use of, and cause any permitted sublicensee to cease any and all use of, each CB&T Mark or Synovus Mark, as applicable, and, at CB&T's or Synovus' option, as applicable, either return to CB&T or Synovus or destroy any material bearing any applicable CB&T Mark or Synovus Mark in its or any of its permitted sublicensee's possession or under its control and provide CB&T and Synovus with reasonable assurances thereof.

11.2.4 Rights to CB&T Mark and Synovus Marks. Except as expressly set forth in this Section 11.2, Green Dot shall have no right, title, or interest in or to CB&T Marks or Synovus Marks, and any goodwill arising from the use of CB&T Marks or Synovus Marks by Green Dot shall inure solely to the benefit of CB&T, Synovus, or their respective Affiliates. Ownership of such goodwill shall vest in CB&T, Synovus or their respective Affiliates, and otherwise hereby is assigned to CB&T, Synovus or their respective Affiliates, without the need for any further action by any Party.

11.2.5 Infringement. Green Dot shall notify CB&T and Synovus if it becomes aware of: (i) any use or registration of any trademark that is reasonably likely to constitute infringement of any CB&T Mark or Synovus Mark; (ii) any claim by a third party (A) of any right in any CB&T Mark or Synovus Mark or in any confusingly similar trademark or (B) that use of any CB&T Mark or Synovus Mark infringes the rights of any other Person; or (iii) any action that is, or is reasonably likely to be, detrimental to CB&T's or Synovus' rights in a CB&T Mark or Synovus Mark. Synovus or CB&T, as applicable, shall have the exclusive right, at its sole cost and expense, to commence or prosecute any action on account of infringement, dilution or unauthorized use of any CB&T Mark or Synovus Mark. Green Dot further agrees not to assert any interest in, or take any action reasonably likely to adversely affect the validity or enforceability of any CB&T Mark or Synovus Mark and to comply with Applicable Law in connection with its use of CB&T Marks and Synovus Marks.

11.3 Green Dot Marks Quality Control. Synovus and CB&T acknowledge that Green Dot Marks have established valuable goodwill and are well recognized among the customers of Green Dot and its Affiliates, and that it is of great importance that these high standards and reputation be maintained. Accordingly, in its use, including the form and manner of use, of the Green Dot Marks, Synovus and CB&T shall at all times maintain quality control standards that are equivalent to those standards used by Synovus, CB&T and their respective Affiliates with respect to CB&T Marks and Synovus Marks. CB&T and Synovus shall ensure that no artwork, copy, advertising, promotional materials, direct mail, press release, newsletter or any other communication to the public, including Materials, that specifically references this Agreement, Green Dot or any of its Affiliates, the Program, any Prepaid Card, or uses any Green Dot Mark, is distributed, published, circulated or otherwise communicated to the public by Synovus or

CB&T unless Green Dot shall have given its prior written consent to such Materials (which may be given by Green Dot on a standing basis for one or more categories of communications) and the Parties shall mutually agree on the timing and contents of such Materials. Green Dot shall have the right, in its sole and absolute discretion, to prohibit the use of any of Green Dot Marks in any Materials proposed to be used by Synovus or CB&T which Green Dot in its reasonable business judgment deems objectionable or improper.

11.4 **CB&T Marks and Synovus Marks Quality Control.** Green Dot acknowledges that CB&T Marks and Synovus Marks have established valuable goodwill and are well recognized among the customers of Synovus, CB&T and their Affiliates, and that it is of great importance that these high standards and reputation be maintained. Accordingly, in its use, including the form and manner of use, of CB&T Marks and Synovus Marks, Green Dot shall at all times maintain quality control standards that are equivalent to those standards used by Green Dot and its Affiliates with respect to Green Dot's Marks. Green Dot shall ensure that no artwork, copy, advertising, promotional materials, direct mail, press release, newsletter or any other communication to the public, including Materials that specifically references this Agreement, Synovus, CB&T or any of their respective Affiliates, the Program, any Prepaid Card, or uses any CB&T Mark or Synovus Marks, is distributed, published, circulated or otherwise communicated to the public by Green Dot unless CB&T and/or Synovus, as applicable, shall have given its prior written consent to such Materials (which may be given by CB&T or Synovus on a standing basis for one or more categories of communications) and the Parties shall mutually agree on the timing and contents of such Materials. Each of Synovus and CB&T shall have the right, in its sole and absolute discretion, to prohibit the use of any of CB&T Marks or Synovus Marks, as applicable, in any Materials proposed to be used by Green Dot which CB&T or Synovus in its reasonable business judgment deems objectionable or improper.

11.5 **Systems Marks.** The Parties acknowledge and agree that Systems are the owners of their respective Marks and that use of such Marks by the Parties is strictly prohibited until CB&T registers Green Dot with the Systems designated in [Schedule 7.1](#). The Parties further acknowledge and agree that no right, title or interest in such Marks is being conveyed hereunder and that the Parties shall not contest the ownership of any Mark. Green Dot further acknowledges and agrees that if (a) Green Dot materially breaches any System Rules and such breach is not cured by Green Dot within thirty (30) days of notice thereof (or such shorter cure period as is required by a System), or (b) Green Dot otherwise breaches any System Rule and the applicable System requires termination of Green Dot's right to perform any service or activity relating to the use of such System's Marks, then CB&T, or the applicable System, may prohibit Green Dot from performing any service or activity relating to the use of the System's Marks and the operation of the System.

11.6 **Use of System Marks.** In connection with the authority conferred by this Agreement, Green Dot shall not use any System Mark unless CB&T is identified as Issuer. Green Dot shall not: (a) permit any of its agents or any third party to use any System Mark; (b) identify itself in any promotional Materials unless it is prominently identified in association with CB&T; or (c) suggest, imply, infer or in any manner create an impression that Green Dot is a member of the System or that CB&T in any way endorses Green Dot or the services provided by Green Dot. All Materials pertaining to CB&T's services used by Green Dot in the solicitation of entities to enter into Retailer Agreements or Reseller Agreements, shall clearly disclose that

such services are provided in association with CB&T, and all such disclosures shall be in conformity with the terms governing any such communications or Materials, as set forth in this Agreement. Green Dot shall also not utilize any names, trademarks, logos, or other identifying marks or information of CB&T's Merchants. Green Dot acknowledges and agrees that all of its Materials shall contain all information and disclosures required by CB&T or Systems.

11.7 Rights in Technology.

11.7.1 Green Dot Ownership. Green Dot and its Affiliates shall own exclusively: (i) any and all technology that is provided or created by Green Dot or any of its Affiliates for use in establishing, developing or administering the Program (the "**Green Dot Technology**"); (ii) any and all changes or other modifications made by Green Dot or any of its Affiliates to the Green Dot Technology (the "**Green Dot Owned Modifications**"); and (iii) any and all new technology created by Green Dot or any of its Affiliates in connection with establishing, developing or administering the Program (the "**Green Dot Created Technology**").

11.7.2 CB&T Ownership. CB&T and its Affiliates shall own exclusively: (i) any and all technology that is provided or created by CB&T or any of its Affiliates for use in establishing, developing or administering the Program (the "**CB&T Technology**"); (ii) any and all changes or other modifications made by CB&T or any of its Affiliates to the CB&T Technology (the "**CB&T Owned Modifications**"); and (iii) any and all new technology created by CB&T or any of its Affiliates in connection with establishing, developing or administering the Program (the "**CB&T Created Technology**").

11.8 Cross-Licenses of Technology. Green Dot grants to CB&T a non-exclusive, royalty-free, fully paid-up, non-assignable, non-sublicensable, worldwide right and license to use, install, execute, copy, display and perform the Green Dot Technology, Green Dot Owned Modifications and the Green Dot Created Technology Object Code solely to the extent necessary for CB&T to perform CB&T's obligations under this Agreement. CB&T grants to Green Dot a non-exclusive, royalty-free, fully paid up, worldwide right and license to use install, execute, copy, display and perform the CB&T Technology, the CB&T Owned Modifications and the CB&T Created Technology in Object Code solely to the extent necessary for Green Dot to perform Green Dot's obligations under this Agreement. Both of the foregoing licenses shall expire upon the termination or expiration of this Agreement. Upon the expiration of this license, each licensee Party shall return to the licensor Party (or, at the licensor Party's option, shall destroy) the licensor's technology then in the licensee's possession or control. "**Object Code**" shall mean the computer software code generated by a compiler or assembler that has been translated from the source code of a program. Neither Party shall have any right to reverse engineer, decompile or disassemble the technology licensed to it hereunder. In no event shall either Party modify, revise or enhance a licensor's technology. Neither Party shall transfer, lend, rent, lease or make available to third parties, the other Party's technology or allow third parties to use such technology. The limited licenses granted under this Section 11.8 are "AS IS" and without any express or implied warranty of any kind.

11.9 Change in Systems. Each Party reserves the right from time to time to change the specifications or designs of its systems. Each Party shall notify the other of any proposed material changes in its systems that may materially impact the Program or the other Party at least

ninety (90) days or such other period of time as the Parties mutually agree before such changes are commercially used, released or made commercially available, or such shorter period of time as may be necessary to address security issues, "bugs" or other technical issues or changes implemented as a result of a change in Applicable Law or as required by any Regulatory Authority. Following such notice, the Parties shall discuss any corresponding modifications to the Program that may be required as a result of such change and the cost, schedule and responsibility for implementing such change. In no event shall either Party modify systems affecting the Program that would materially affect the other Party without the prior written consent of the other Party, unless required to address security issues or as a result of changes in Applicable Law, in which case notice shall be given as soon as practicable.

ARTICLE 12 COMPENSATION AND LIABILITIES

12.1 Compensation. Each Party's compensation for services hereunder pursuant to this Agreement relating to all current products and services shall be as set forth in Schedule 12.1. Each Party's compensation relating to additional products and services offered by CB&T pursuant to the Program shall be established as set forth in Section 3.6.

12.2 Recourse. Green Dot acknowledges and agrees that CB&T shall have full recourse against Green Dot for: (i) monies owed by Green Dot or Retailer or Reseller to CB&T for any reason, including equipment, sales, supplies, or promotional Materials; or (ii) any errors or inaccuracies in amounts previously paid to Green Dot under the Agreement, including with respect to fraudulent charges, chargebacks, Reloads, or Retailer or Reseller losses. Green Dot further acknowledges and agrees that such recourse shall not be limited to withholding any monies that may be due from CB&T to Green Dot, but at CB&T's commercially reasonable discretion, CB&T may initiate any action to recover such monies.

12.3 Adjustments. All debits and credits to Green Dot covered by this Agreement shall be subject to audit and final checking by CB&T. Green Dot shall be responsible for verifying its monthly reports and records for various debits and credits made pursuant to this Agreement, and for promptly notifying CB&T of any perceived errors whether to Green Dot's benefit or to CB&T's benefit. Errors must be reported by Green Dot within forty-five (45) days of occurrence to be subject to adjustment.

ARTICLE 13 CUSTOMER INFORMATION

13.1 Ownership of Accounts, Accountholder Data and Materials. Except as otherwise provided in this Agreement, as between the parties, Green Dot and CB&T shall jointly own all Customer Identifying Information, and CB&T shall own all other Accountholder Data and Accounts, Customer Agreements and Materials and shall have all rights, powers and privileges with respect thereto. During the Term, Green Dot may use Accountholder Data as expressly provided in this Agreement and in accordance with the Privacy Notices. Notwithstanding the foregoing, CB&T shall not sell, assign, transfer or otherwise dispose of, in whole or in part, the

Prepaid Card Accounts during the Term, except as otherwise specifically provided in this Agreement.

13.2 Sharing of Accountholder Data and Materials. Notwithstanding anything to the contrary in this Agreement, sharing of any information between Green Dot and CB&T and the use thereof shall be subject to their respective privacy policies, PCI Standards and Applicable Law.

13.2.1 Use of Accountholder Data and Materials. Subject to the limitations in this Section 13.2.1, upon Green Dot's reasonable request, CB&T shall provide Accountholder Data or segments thereof as necessary in connection with resolution of Customer disputes, Complaints or similar matters related to the Program, through the appropriate report.

(a) By Green Dot. Except as provided in Section 13.1, neither Green Dot nor its Affiliates, Retailers, Resellers or Third Party Service Providers may without the prior written consent of CB&T disclose Accountholder Data or any segment thereof to any third party or Affiliate, except to the extent permitted by this Agreement or required under Applicable Law. To the extent that Green Dot discloses Accountholder Data to one or more of its Affiliates, Third Party Service Providers, Resellers or Retailers or permits such Affiliate(s), Third Party Service Provider(s), Reseller(s) or Retailer(s) to use Accountholder Data in accordance with this Section 13.2.1, Green Dot agrees to cause such parties to comply with the provisions of this ARTICLE 13.

(b) By CB&T. CB&T, its Affiliates and any third party permitted to provide services on CB&T's behalf under this Agreement may use Accountholder Data and Materials in connection with the discharge of CB&T's obligations or exercise of CB&T's rights under this Agreement. Neither CB&T nor its Affiliates may without the prior written consent of Green Dot disclose Accountholder Data or any segment thereof to any third party or to an Affiliate, except to the extent permitted by this Agreement or required under Applicable Law; provided, however, that nothing in this Agreement shall limit the right of CB&T or an Affiliate to (i) report information regarding Customers to consumer and commercial credit reporting agencies in the ordinary course of business or (ii) use Accountholder Data or Customer credit data or any segment thereof in the aggregate. To the extent that CB&T discloses Accountholder Data or Customer credit data to one or more of its Affiliates or permits such Affiliate(s) to use Accountholder Data or Customer credit data in accordance with this Section 13.2.1, CB&T agrees to cause its Affiliate(s) to comply with the provisions of this ARTICLE 13.

13.3 Data Obtained Independently by Green Dot. Nothing contained in this ARTICLE 13 or elsewhere in this Agreement shall apply to, limit or prohibit the use in any manner of, any information or data owned or held by Green Dot or its Affiliates to the extent such information or data has been independently obtained by Green Dot or its Affiliates from a source other than CB&T, the Program or pursuant to the Original Agreement, even if such information or data is duplicative of Accountholder Data or Customer credit data.

13.4 Data Obtained Independently by CB&T. Nothing contained in this ARTICLE 13 or elsewhere in this Agreement shall apply to, limit or prohibit the use in any manner of, any information or data owned or held by CB&T or its Affiliates to the extent such information or

data has been independently obtained by CB&T or its Affiliates from a source other than Green Dot or the Program, even if such information or data is duplicative of Accountholder Data or Customer credit data.

ARTICLE 14
SECURITY BREACHES; DISASTER RECOVERY

14.1 Security, Data Retention, and Similar Obligations. CB&T shall develop, implement, and maintain a comprehensive information security program that complies with the Privacy Rules and Applicable Law and that shall be reasonably designed to insure the security and confidentiality of Accountholder Data, protect against any anticipated threats or hazards to the security or integrity of such information, and protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to the Customer. Green Dot shall maintain privacy and data security standards that comply with, at a minimum, the PCI Standards, Privacy Rules, and Applicable Law, including but not limited to the disposal of records requirements of 15 U.S.C. § 1681w and regulations issued thereunder.

14.2 Security Testing. Green Dot shall cause, at its expense, testing of Green Dot's security systems and safeguards as set forth in the Oversight Plan. Such testing should include, but not be limited to, penetration testing, PCI testing, and vulnerability scans.

14.3 Notification. Each of Green Dot and CB&T shall notify the other as promptly as practicable upon its discovery or notification of breach of the Confidential Information obligations of ARTICLE 16, including any unauthorized or accidental access, acquisition, alteration, collection, disclosure, destruction or use of the Confidential Information (each, a "**Security Breach**") which results in the misuse of such information or the reasonable possibility that misuse of such information shall occur involving any Accountholder Data. In addition and except as limited by Applicable Law, each of Green Dot and CB&T shall notify the other promptly upon its discovery or notification of a security breach of any of its systems or files [*] Confidential Information; provided, however, that such notice (i) may be limited to a general description of the nature and scope of the breach, (ii) need not identify any party or parties affected by such breach, and (iii) shall not be subject to the procedures and requirements stated below in this Section 14.3 (which procedures and requirements shall apply only to breaches with respect to Confidential Information); provided further, however, that neither Party shall be required to notify the other of a [*] pursuant to this clause (beginning with "In addition") if [*] involves only (a) the [*] of a [*] or [*] (e.g., [*]) (collectively, a "[*]") or (b) a [*] a [*], and in each such case (x) [*] that in the reasonably cautious mind of an [*] would lead to [*] and (y) is not of such a nature that the [*], were it in the position of the other Party, [*] that the [*] the [*] has [*] in its [*]. The Party providing such notice (the "**Notifying Party**") shall use commercially reasonable efforts to provide all relevant information as may be reasonably requested to enable the other Party to evaluate its potential rights, remedies and security precautions and needs as soon as such information can be collected [*]. Such notification shall include reasonable details, if known, of: (A) the date of the Security Breach; (B) the description of the Security Breach and how the Security Breach occurred; (C) the unauthorized access, alteration, collection, disclosure or use of the Confidential Information; and (D) a summary of the steps, if any, taken by the receiving Party to control or reduce harm resulting from the Security Breach. Each Party shall take action immediately upon discovery or notification of

* **Confidential Treatment Requested.**

such Security Breach to investigate the incident and to communicate the results of such investigation to the other Party and to identify, prevent and mitigate the effects of any such Security Breach, and to carry out any recovery necessary to remedy the impact. The Notifying Party shall take commercially reasonable steps to investigate, limit, stop or remediate the cause of any Security Breach.

14.4 Expense Reimbursement.

14.4.1 Green Dot Reimbursement. Green Dot shall reimburse CB&T for CB&T's reasonable expenses with respect to:

(a) providing notices and information regarding unauthorized access to Accountholder Data which results in the misuse of such information, or the reasonable possibility that misuse of such information shall occur, involving any Accountholder Data which is attributable, in whole or in part, to Green Dot or any Retailer, Reseller, Third Party Service Provider or Green Dot Affiliate to (i) appropriate law enforcement agencies, Regulatory Authorities and Systems, and (ii) affected Applicants and Customers to the extent CB&T deems such notices required by Applicable Law or as CB&T otherwise deems necessary or appropriate in the exercise of its commercially reasonable judgment;

(b) providing fraud monitoring and consumer report (credit report) monitoring services to affected Applicants and Customers to the extent CB&T deems such services to be necessary or appropriate in the exercise of its commercially reasonable judgment; and

(c) replacing Prepaid Cards or other access devices if CB&T reasonably determines replacement is necessary as a result of such unauthorized access to Accountholder Data which is attributable to Green Dot, its Affiliates or Retailers or Resellers or Third Party Service Providers. Green Dot shall pay any such undisputed amounts within thirty (30) days of its receipt of CB&T's documentation supporting such expense. Without limiting the foregoing, Green Dot shall be liable to CB&T and indemnify and hold harmless CB&T for any Losses incurred by CB&T as a result of unauthorized access to Accountholder Data through or involving a Retailer, Reseller, or Third Party Service Provider.

14.4.2 CB&T Reimbursement. CB&T shall reimburse Green Dot for Green Dot's reasonable expenses with respect to:

(a) providing notices and information regarding unauthorized access to Accountholder Data which results in the misuse of such information, or the reasonable possibility that misuse of such information shall occur, involving any Accountholder Data which is attributable solely to CB&T, its Affiliates or any third party engaged by CB&T or its Affiliate (but excluding any Retailer, Reseller, or Third Party Service Provider), to (i) appropriate law enforcement agencies, Regulatory Authorities and Systems, and (ii) affected Applicants and Customers to the extent Green Dot deems such notices required by Applicable Law or as Green Dot otherwise deems necessary in the exercise of its commercially reasonable judgment; and in such case CB&T shall provide, at its own cost, fraud monitoring and consumer report (credit report) monitoring services to affected Applicants and Customers to the extent CB&T deems

such services to be necessary or appropriate in the exercise of its commercially reasonable judgment; and

(b) replacing Prepaid Cards or other access devices if Green Dot reasonably determines replacement is necessary as a result of such unauthorized access to Accountholder Data which is attributable to CB&T, its Affiliates or any third party engaged by CB&T or its Affiliate. CB&T shall pay any such undisputed amounts within thirty (30) days of its receipt of Green Dot's documentation supporting such expense.

14.5 Disaster Recovery Plan. Each Party shall have a viable and tested contingency plan ("**Disaster Recovery Plan**") in effect and hereby warrants that any third party performing any of its duties hereunder that has access to Accountholder Data has represented to such Party that it has a viable and tested contingency plan in effect. Each Party's Disaster Recovery Plan shall provide for short-term recovery of data for processing, reasonable security, confidentiality of customer data and reasonable period for full recovery in relation to the volume and importance of the application to such Party's operations and duties under this Agreement. Without limiting the foregoing, Green Dot's Disaster Recovery Plan shall meet the service level recovery standards set forth on Schedule 14.5(a). Each Party shall test its Disaster Recovery Plan by conducting at least one test annually, and Green Dot agrees to provide CB&T a copy of its written test report within a reasonable time after completion of each test. Upon [*] request, [*] shall have the right in its reasonable discretion to [*] by [*] in [*] of its Disaster Recovery Plan if reasonably deemed necessary or appropriate by [*]. An executive summary of Green Dot's Disaster Recovery Plan as of the Effective Date is attached to this Agreement as Schedule 14.5(b). CB&T acknowledges that it has received a copy of Green Dot's Disaster Recovery Plan in effect as of the Effective Date. On an [*], [*] shall provide [*] a new [*] of [*] and a new [*] of the [*], each [*] the [*] that it is [*], and shall provide CB&T a new executive summary of its Disaster Recovery Plan and a new copy of the Disaster Recovery Plan promptly after any time during the Term of this Agreement that Green Dot amends such plan.

ARTICLE 15 ADMINISTRATION OF PROGRAM

15.1 Party Relationship Manager. Green Dot shall designate one of its employees as the "**Green Dot Relationship Manager**." This employee shall be a member of the Management Committee. The Green Dot Relationship Manager shall serve as the single point of contact for Green Dot with respect to the Program and have day-to-day authority for undertaking to confirm that Green Dot fulfills its obligations hereunder in a timely manner, including the authority to commit Green Dot resources. The Green Dot Relationship Manager shall be responsible for confirming that all proposed products and services, Materials, and Program changes, are promptly reviewed and approved (or, if not approved, declined with notice detailing the reasons why). Green Dot may determine that there shall be more than one Green Dot Relationship Manager as the number of products and services marketed by Green Dot on behalf of CB&T increase. CB&T shall designate one of its employees as the "**CB&T Relationship Manager**." This employee shall be a member of the Management Committee. The CB&T Relationship Manager shall serve as the single point of contact for CB&T with respect to the Program and shall have day-to-day authority for undertaking to confirm the CB&T fulfills its obligations hereunder in a timely manner, including the authority to commit CB&T resources. The CB&T

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Relationship Manager shall be responsible for confirming that all proposed products and services, Materials, and Program changes, are promptly reviewed and approved (or, if not approved, declined with notice detailing the reasons why). CB&T may determine that there shall be more than one CB&T Relationship Manager as the number of products and services marketed by Green Dot on behalf of CB&T increase. Each of Green Dot and CB&T shall endeavor to provide stability and continuity in the Relationship Manager positions. Each of Green Dot and CB&T shall have appointed its initial Relationship Manager no later than the Effective Date and the initial Relationship Manager for each Party is listed in Schedule 15.1. If either Green Dot or CB&T expresses concerns over the performance of a Relationship Manager, the other Party shall act to address such concerns, subject to Applicable Law as well as such Party's applicable policies and procedures.

15.2 Establishment of the Management Committee.

15.2.1 Management Committee. CB&T and Green Dot hereby establish a committee (the "**Management Committee**") to perform the functions with respect to the Program as set forth herein and any other actions that, pursuant to any express provision of this Agreement, requires the Management Committee's action or as may be mutually agreed to by members of the Management Committee. The Management Committee shall be the forum to monitor the performance of the Program, to address operational or other issues connected with the Program, including financial performance and results, budgeting, auditing, controls, policies, procedures, and all such other issues as shall be convenient or appropriate for the operations of the Program and the mutual success of the activities contemplated by this Agreement.

15.2.2 Subcommittees. The Management Committee may appoint one or more subcommittees to advise it regarding specific matters. Subcommittee members need not be members of the Management Committee.

15.3 Composition of the Management Committee. The Management Committee shall consist of at least six (6) members, and in any case must be comprised of an equal number of members appointed by each of CB&T and Green Dot. Members of the Management Committee shall be senior employees of each of CB&T and Green Dot. Such members shall be referred to herein, respectively, as the "**Green Dot Designees**" and the "**CB&T Designees**". The initial Green Dot Designees and CB&T Designees are set forth in Schedule 15.3. The Relationship Manager of each of CB&T and Green Dot shall serve as one of each Party's Designees. CB&T and Green Dot may each remove or replace its Designees to the Management Committee from time to time so long as all Designees continue to satisfy the above requirements; provided, however, that each Party shall provide the other Party with as much prior notice of any such removal or replacement as is reasonably practicable under the circumstances. Each of CB&T and Green Dot shall be entitled to one (1) vote on each matter brought before the Management Committee.

15.4 Functions of the Management Committee. The functions of the Management Committee shall be as set forth in the charter for the Management Committee, as such charter may be amended from time to time by the Management Committee.

15.5 Proceedings of the Management Committee.

15.5.1 Meetings. The Management Committee shall meet at least quarterly and annually, and such additional times as are provided in the charter for the Management Committee or as the Management Committee agrees. Quarterly meetings shall be telephonically unless all Management Committee members agree to meet in person, and the annual meeting shall be in person unless the Parties mutually agree to hold the annual meeting telephonically. In addition, any member of the Management Committee may call a special meeting by delivery of at least five (5) Business Days' prior notice to all of the other members of the Management Committee, which notice shall specify the purpose for such meeting. If fewer than all committee members are present in person, by telephone or by proxy, the business transacted at such special meeting shall be limited to that stated in the notice. Except to the extent expressly provided otherwise in this Agreement, the Management Committee (and any subcommittee formed by it) shall determine the frequency, place (in the case of meetings in person) and agenda for its meetings, the manner in which meetings shall be called and all procedural matters relating to the conduct of meetings and the approval of matters thereafter. A meeting of at least two (2) of each Party's designees shall constitute a quorum sufficient to take actions in the name of the Management Committee. If a Party has more members present than the other Party, such "extra" members may participate in the meeting.

15.5.2 Actions. The Management Committee may take any action authorized under this Agreement either at a meeting or by written consent of the number of members necessary to authorize such an action at a meeting.

15.5.3 Disputes. To the extent the Management Committee fails to agree on any matter of material significance to the Program within ten (10) Business Days after the relevant initial vote (and in the case of a subcommittee vote, the Management Committee has attempted to resolve such matter for at least ten (10) Business Days after the relevant subcommittee vote and has failed to do so), or fewer than two (2) of any Party's delegates attend a properly scheduled or called meeting, such unapproved matter or such other matters properly before the Management Committee shall be resolved in accordance with ARTICLE 25.

15.6 Additional Subcommittees. CB&T shall establish a prepaid risk and oversight committee ("**Oversight Committee**") to oversee the day to day operations of the Program, which shall periodically meet to discuss regulatory, compliance, controls, policies, procedures, risk identification and management, and all such other issues as shall be convenient or appropriate for the operations of the Program and the mutual success of the activities contemplated by this Agreement. Without limiting the foregoing, the Oversight Committee shall address issues related to (a) the Prepaid Card Program, (b) any other agreed upon products or services to be provided pursuant to the Program, (c) possible products, services and other areas of possible cooperation between CB&T and Green Dot, and (d) such other matters as the Oversight Committee may determine to discuss. The Oversight Committee shall meet, in person or by phone, four (4) times per year and such additional times as the Oversight Committee determines. Members of the Oversight Committee shall be senior officers of CB&T. The initial departments represented in the Oversight Committee are as set forth in Schedule 15.6.

15.7 Records of Meetings. Written minutes of each committee meeting shall be prepared and agreed upon by the Parties, and such minutes shall be maintained for a minimum of two (2) years, or such longer period as required by Applicable Law.

ARTICLE 16
CONFIDENTIALITY

16.1 General Confidentiality.

16.1.1 General. Commencing on the Effective Date, the Parties shall, and shall use all commercially reasonable efforts to cause their respective Affiliates, directors, officers, employees, representatives and other agents to hold in confidence, not utilize for any purpose not expressly contemplated hereby, and not disclose to any Person not a party to this Agreement, any Confidential Information obtained (whether before or after the Effective Date) from a Party to this Agreement or such Party's Affiliates, directors, officers, employees, representatives and other agents. Each of the Parties shall use all commercially reasonable efforts to cause their respective Affiliates, directors, officers, employees, representatives and other agents to adhere to the provisions of this ARTICLE 16.

16.1.2 Definition. For purposes of this Agreement, "**Confidential Information**" shall mean:

(a) any information that is provided by or on behalf of a Party to another Party or its agents in connection with the Program;

(b) any information concerning the business or properties of a Party, including the terms and conditions of this Agreement (as well as proposed terms and conditions of any amendments, renewals, or extensions of this Agreement) any proposed or agreed upon terms and conditions of any other program agreement between and among the Parties or their Affiliates, sales volumes, test results, and results of marketing programs, Program reports generated by a Party, trade secrets, business and financial information, source codes, business methods, procedures, know-how and other information (including intellectual property) of every kind that relates to the business of a Party; and

(c) any information about a Party or its Affiliates, or its respective businesses, customers or employees, that is otherwise obtained by the another Party in connection with the Program, in each case including: (A) information concerning marketing plans, marketing philosophies, objectives and financial results; (B) information regarding business systems, methods, processes, financing data, programs and products; (C) information unrelated to the Program obtained by a Party in connection with this Agreement, including by accessing or being present at the business location of the other Party; (D) proprietary technical information, including source codes; and (E) competitive advantages and disadvantages, Accountholder Data, technological development, sales volume(s), merchandise mix, business relationships and methods of transacting business, operational and data processing capabilities, systems software and hardware and the documentation thereof or other information of the business or affairs of each of the Parties and their respective Affiliates which that Party reasonably considers confidential or proprietary and any other information relating to the transactions contemplated by this Agreement, including any copies, excerpts, summaries, analyses or notes of the foregoing. The Parties agree that the terms of this Agreement shall also be Confidential Information of both Parties and neither Party shall disclose such terms and conditions without consent from the other Party except as required by Applicable Law.

16.1.3 Exclusion. Notwithstanding the foregoing, Confidential Information shall not include any information: (i) obtained from information rightfully in the possession of the Receiving Party and is not otherwise subject to a binding agreement as to confidentiality; (ii) that is or becomes generally available in the public domain other than as a result of an unauthorized disclosure or other act or omission by the other Party or its directors, officers, employees or agents in violation of this ARTICLE 16; (iii) that is lawfully received on a non-confidential basis from a third party authorized to disclose such information without restriction and without breach of this Agreement; or (iv) that is independently developed by the Receiving Party without the use of any proprietary, non-public information provided by any other Party under this Agreement.

16.1.4 Maintenance of Confidentiality. The Party receiving Confidential Information ("**Receiving Party**") of the other Party ("**Disclosing Party**"), shall (i) keep all Confidential Information of the Disclosing Party secure and strictly confidential; (ii) treat all Confidential Information of the Disclosing Party with at least the same degree of care as it accords its own Confidential Information, but in no event less than a reasonable degree of care; (iii) use the Confidential Information solely as permitted under this Agreement and (iv) implement and maintain commercially reasonable physical, electronic, administrative and procedural security measures, including commercially reasonable authentication, access controls, virus protection and intrusion detection practices and procedures.

16.1.5 Permitted Uses. Except as specifically set forth herein, each Receiving Party shall not use or disclose Confidential Information of the Disclosing Party except: (i) to perform its obligations or enforce its rights with respect to the Program and under the Agreement; (ii) as expressly permitted by this Agreement; (iii) with the prior written consent of the Disclosing Party; (iv) subject to compliance with Section 16.1.7, pursuant to a subpoena or court order; or (v) subject to compliance with Section 16.1.7, pursuant to a summons order or other judicial or governmental process issued by a Regulatory Authority, or in connection with any regulatory report, audit, inquiry or other request for information from such a Regulatory Authority, or as required by Applicable Law.

16.1.6 Limited Access. Each Receiving Party shall limit access to the Disclosing Party's Confidential Information to those employees, authorized agents, contractors, consultants, Retailers, Resellers and Third Party Service Providers who (i) have a reasonable need to access such Confidential Information in connection with the Program and (ii) are bound by obligations with respect to such Confidential Information at least as strict as those set forth in this Section 16.1. Each Receiving Party shall be fully liable to the Disclosing Party for any violation of the terms hereof by any such person.

16.1.7 Requests for Disclosure. In the event that a Receiving Party receives a request of the type described in clauses (iv) or (v) of Section 16.1.5 to disclose any Confidential Information, such Receiving Party shall: (i) notify the Disclosing Party thereof promptly after receipt of such request; (ii) consult with the Disclosing Party on the advisability of taking steps to resist or vary such request; and (iii) if disclosure is required or deemed advisable, cooperate with the Disclosing Party in any attempt that it may make to obtain a protective order or other reliable assurance that confidential treatment shall be accorded to the Confidential Information. Any out-of-pocket expenses incurred by a Party in connection with the foregoing shall be the

responsibility of the Receiving Party subject to the request of the type described in clauses (iv) and (v) of Section 16.1.5.

16.1.8 Public Filings. If a Party or any Affiliate believes in good faith that it is required to file this Agreement or any other documents related to the Program as an exhibit to any report or other filing with the SEC, such Party or Affiliate shall notify the other Party 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, at or about the time of such filing; provided, however, that no such filing shall be deemed to violate this ARTICLE 16. If any Party or any Affiliate thereof intends to file or files this Agreement or any other documents related to the Program with any other Regulatory Authority, such Party or Affiliate shall take all commercially reasonable efforts to obtain confidential treatment for this Agreement or such other documents; provided, however, that no such filing shall be deemed to violate this ARTICLE 16. Each Party shall use commercially reasonable efforts to cooperate with the other Party's or its Affiliates' attempts to obtain confidential treatment for this Agreement in accordance with this ARTICLE 16. In the event that confidentiality is not granted by the applicable Regulatory Authority, the filing Party shall file a version of this Agreement which has been redacted in accordance with the reasonable requests of the other Party (for example, without limitation, with respect to pricing) to the extent permitted by Applicable Law.

16.2 Permissible Disclosures. Nothing in this Agreement shall restrict the disclosure by CB&T or Green Dot of information to any Retailer, Reseller or any Third Party Service Provider who requires such information in order to carry out its duties or permitted activities in relation to the Program. If the Receiving Party discloses any information to any Affiliate or authorized third party, the Receiving Party shall be responsible for confirming that such disclosure complies with Applicable Law and System Rules and that such Affiliate or third party keeps all such information in confidence and that any third party executes a confidentiality agreement provided by the Disclosing Party. Each Party covenants that at all times it shall have in place procedures designed to assure that each of its employees who is given access to the Disclosing Party's Confidential Information shall protect the privacy of such information.

16.3 Confidentiality Upon End of Program. Upon the expiration or termination of this Agreement, the provisions of Section 23.7 and Section 16.6 shall apply as applicable; provided, however, that any return or destruction shall not be required for Confidential Information required to be retained pursuant to the Receiving Party's Disaster Recovery Plan or Confidential Information that has been submitted to the Receiving Party's board of directors or a Regulatory Authority; and provided, further, that the Receiving Party in possession of tangible property containing the Disclosing Party's Confidential Information may, if required by Applicable Law, retain an archived, encrypted copy of such material, subject to the terms of this Agreement which may be used solely for compliance purposes and may not be used for any other purpose.

16.4 Privacy. The Parties acknowledge that Title V of the GLBA governs the disclosure of non-public personal information about consumers, including Customer information. The Parties shall comply with the applicable terms and provisions of the GLBA and other Applicable Law, including the provisions of the GLBA regarding the re-use, sharing and re-disclosure of nonpublic personal information. No Party shall be under any obligation to take any

action, which, in its reasonable judgment, believes would constitute a violation of the GLBA or other Applicable Law or such other Party's privacy policy.

16.5 Injunctive Relief. Each Receiving Party agrees that any unauthorized use or disclosure of Confidential Information of the Disclosing Party might cause immediate and irreparable harm to the Disclosing Party for which money damages might not constitute an adequate remedy. In that event, the Receiving Party agrees that injunctive relief may be warranted in addition to any other remedies the Disclosing Party may have.

16.6 Proper Disposal of Records. In connection with any disposal information required under this Agreement either during the Term and the Wind Down Period, Green Dot and CB&T, respectively, shall use commercially reasonable measures designed to properly dispose of all records containing personally identifiable information relating to Customers, whether in paper, electronic, or other form, including adhering to policies and procedures that require the destruction or erasure of electronic media containing such personally identifiable information so that the information cannot practicably be read or reconstructed. Upon termination of this Agreement unless the Accounts are transferred to a Successor Bank, (a) Green Dot shall remove or destroy CB&T's Confidential Information from its systems and records and (b) CB&T shall remove or destroy Green Dot's Confidential Information from its systems and records.

ARTICLE 17
REPRESENTATIONS AND WARRANTIES OF GREEN DOT

Green Dot hereby makes the following representations and warranties to CB&T and Synovus during the Term (and the Wind Down Period), each and all of which shall survive the execution and delivery of this Agreement, and each and all of which shall be deemed to be restated and remade on each day on which Accounts are opened, any transaction records (or modifications thereto) are transmitted, or any action taken by Green Dot, Synovus or CB&T with respect to the Program:

17.1 Organization and Qualification. Green Dot is duly organized, validly existing and in good standing under the laws of the state of Delaware. Green Dot is duly qualified and in good standing to do business in all jurisdictions where Green Dot conducts activities related to the Program, except where the failure to so qualify would not have a material adverse effect on Green Dot's business, or where the failure to so qualify would not have a material adverse effect on Green Dot's or CB&T's ability to continue operation of the Program.

17.2 Corporate Authority.

17.2.1 Corporate Power. Green Dot has all necessary corporate power and authority to enter into this Agreement and to perform all of the obligations to be performed by it under this Agreement.

17.2.2 Authorization. This Agreement has been duly authorized by all necessary corporate proceedings, has been duly executed and delivered by Green Dot and is a valid and legally binding agreement of Green Dot duly enforceable in accordance with its terms (except as

such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting creditors' rights generally and by general equity principles).

17.2.3 Approvals. No consent, approval, authorization, order, registration or qualification of or with any Regulatory Authority having jurisdiction over Green Dot is required for, and the absence of which would materially adversely affect, the legal and valid execution and delivery of this Agreement, and the performance of the transactions contemplated by this Agreement.

17.2.4 No Conflict. The execution and delivery of this Agreement by Green Dot hereunder and the compliance by Green Dot with all provisions of this Agreement shall not: (i) conflict with, result in the breach of, constitute a default under or accelerate, terminate, modify or cancel or require any notice or consent under any agreement, contract, lease, license, instrument or other arrangement to which Green Dot is a party or by which it is bound or to which any of its assets is subject, except for such violations, conflicts, breaches, defaults, accelerations, terminations or modifications that would not have a material adverse effect on its ability to fulfill its obligations under this Agreement; or (ii) violate the certificate of incorporation, bylaws, or any other equivalent organizational document of Green Dot.

17.3 Litigation. There are no actions, suits or proceedings existing or pending against or affecting Green Dot before any Regulatory Authority which would have a material adverse effect on its ability to perform its obligations hereunder except for proceedings which it is defending and challenging in good faith and which it does not reasonably believe shall result in a final order or judgment materially affecting its ability to perform this Agreement.

17.4 Licensing. Green Dot has and shall maintain all necessary licenses, permits, approvals, and registrations from all applicable state and federal Regulatory Authorities required to perform its obligations hereunder, including, licensure as a money transmitter and registration with the U.S. Department of the Treasury as a "money services business" under 31 C.F.R. § 103.41, to the extent such licensure and/or registration are required. Green Dot shall provide CB&T with a quarterly update as to any new state money transmitter licenses Green Dot obtains.

17.5 [*] Credit-Based Sales. [*]; provided that a Retailer may accept credit cards from Customers in payment for sales, loads or Reloads of Prepaid Cards.

17.6 Money Services Business Registration. All Retailers and, if applicable, Resellers are either (i) sponsored by Green Dot as agents pursuant to appropriate agency agreements with Green Dot, (ii) sponsored by CB&T as agents pursuant to appropriate agency agreements with CB&T or (iii) appropriately registered as money services business, as required by federal or state money services business laws.

17.7 Regulatory Action. Except as previously disclosed to CB&T, Green Dot has not been subject to any of the following: (a) criminal conviction; (b) bankruptcy filing or petition; (c) federal or state tax lien; (d) administrative or enforcement proceedings commenced by any Regulatory Authority, including the SEC, the Federal Trade Commission, federal or state bank regulator, or any other state or federal regulatory agency; or (e) restraining order, decree, injunction, or judgment in any proceeding or lawsuit, alleging fraud or deceptive practice on the part of Green Dot or any principal thereof.

* **Confidential Treatment Requested.**

17.8 Green Dot Marks. Green Dot has the legal right to use and to permit CB&T and Synovus to use, to the extent set forth herein, Green Dot Marks.

17.9 Intellectual Property Rights. In the event Green Dot provides any software or hardware to CB&T, Green Dot has the legal right to such software or hardware and the right to permit CB&T to use such software or hardware, and such use shall not violate any intellectual property rights of any third party.

17.10 No Reliance. Green Dot acknowledges and agrees neither CB&T nor Synovus has made, and Green Dot is not relying on, any representation or warranty, express or implied, with respect to the subject matter hereof, except as expressly set forth in this Agreement.

ARTICLE 18
COVENANTS OF GREEN DOT

Green Dot hereby covenants and agrees with CB&T as follows:

18.1 Notices of Changes. Except as such is limited by Applicable Law or the actions or requirements of a Regulatory Authority, Green Dot shall notify CB&T as far as reasonably possible in advance of any:

(a) change in the name or form of business organization of Green Dot, change in the location of its chief executive office or the location of the office where its records concerning the Program are kept; and (b) merger or consolidation of Green Dot or the sale of a significant portion of its stock or of any substantial amount of its assets not in the ordinary course of business or any Green Dot change in control. Green Dot shall notify CB&T as soon as reasonably possible of any material adverse change in Green Dot's financial condition or operations. Green Dot shall furnish such additional information with respect to any of the foregoing as CB&T may reasonably request for the purpose of evaluating the effect of such transaction on the financial condition and operations of Green Dot and on the Program.

18.2 Green Dot Operations. Green Dot shall do or cause to be done all things necessary to preserve and keep in full force and effect its corporate existence and required licenses, and to comply with all requirements of this Agreement. Green Dot shall provide to CB&T annually a forecast for the following year including Green Dot's total sales of Prepaid Cards, Load Amounts or Reload amounts, and shall include in such forecast any publicly announced material changes in its business operations, and proposed acquisitions of other companies and additions of significant Retailers and network partners, in each case if relating to the Program.

18.3 Green Dot's Name. Green Dot shall promote the Program under its business or legal name that is registered with an applicable System (Green Dot may utilize a "doing business as" if the same is registered with an applicable System) and shall utilize this name in all Program-related communications with Merchants, Resellers, Third Party Service Providers, consumers or Customers and other entities regarding the services provided by Green Dot, whether this communication is verbal or via Green Dot's website(s), business cards, advertisements, Materials or any other form of documentation that Green Dot utilizes to communicate with such Merchants, Resellers, Third Party Service Providers, consumers, Customers and other entities.

18.4 Insurance. In addition to its obligation under Section 21.1, Green Dot shall maintain insurance policies with insurers and in such amounts and against such types of loss and damage as are customarily maintained by other companies engaged in similar businesses as Green Dot, which may include reasonable self insured retention limits.

18.5 True and Correct Information. Green Dot covenants that all information furnished by it to CB&T for purposes of or in connection with this Agreement is true and correct in all material respects and no such information omits to state a material fact necessary to make the information so furnished not misleading. Except as disclosed to CB&T, there is no fact known to Green Dot (including threatened or pending litigation) that could materially and adversely affect the financial condition, business, property, or prospects of Green Dot.

18.6 Books and Records. Green Dot covenants that it shall keep, or cause to be kept, and shall maintain for twelve (12) months prior to archiving, and thereafter shall maintain in archive for a minimum of five (5) years or such longer period as is required by Applicable Law or System Rules, proper records, files and books of account in which full, true and correct entries shall be made of all dealings and transactions in relation to the Accounts and the Program. Green Dot shall keep, and shall ensure that any Retailer, Reseller and Processor keep, current and accurate records regarding the products and services sold by Green Dot in accordance with Applicable Law or as otherwise reasonably required by CB&T.

18.7 Cooperation. Green Dot covenants that it shall use commercially reasonable efforts to cooperate with CB&T in the operation of the Program and its obligations under this Agreement, including in respect of the settlement of disputes with Customers.

18.8 Error Resolution; Customer Complaints. Green Dot agrees to resolve, in accordance with all Applicable Law, all alleged errors or unauthorized transactions with respect to any Prepaid Card. Green Dot further agrees, upon notification by CB&T of a complaint or allegation made by a Customer in writing to a Regulatory Authority or CB&T, to obtain any and all documentation or data required to resolve the matter, fully investigate the allegations, advise CB&T of the results of the investigation and provide an audit trail of information pertinent to the matter, all within any timeframes required by Applicable Law but in no event later than ten (10) Business Days after notice of the complaint or allegations.

18.9 CheckFree Covenants.

18.9.1 Notices. Green Dot shall provide to CB&T all notices that Green Dot is obligated to receive, or may from time to time receive, from CheckFree under the CheckFree Agreement or the CheckFree Payment Agreement. Green Dot also shall notify and consult with CB&T as to any disputes arising under the CheckFree Payment Agreement in the same manner that Green Dot does so with CheckFree.

18.9.2 Third Party Beneficiary. Green Dot agrees that Synovus and CB&T are each third party beneficiaries of the CheckFree Payment Agreement, and that both Synovus and CB&T possess all of the rights and remedies with respect to the CheckFree Payment Agreement that Green Dot has under such agreement.

18.9.3 Payments. [*] covenants and agrees to [*] or [*] and upon written notice, all amounts assessed against or charged to [*] by reason of, or related to [*], or [*], of [*]; provided, however, that [*] shall not be responsible to [*] for the foregoing payments in the event [*] of the [*].

**ARTICLE 19
REPRESENTATIONS AND WARRANTIES OF CB&T AND SYNOVUS**

Each of Synovus and CB&T hereby severally makes the following representations and warranties to Green Dot during the Term (and the Wind Down Period), each and all of which shall survive the execution and delivery of this Agreement, and each and all of which shall be deemed to be restated and remade on each day on which Accounts are opened, any transaction records (or modifications thereto) are transmitted, or any action taken by Synovus, CB&T or Green Dot with respect to the Program:

19.1 Organization and Qualification. Synovus is a financial holding company validly existing and in good stand under the laws of Georgia, and CB&T is a bank duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or establishment. Each of Synovus and CB&T is duly qualified and in good standing to do business in all jurisdictions where such qualification is necessary for it to carry out its obligations under this Agreement, except where the failure to so qualify would not have a material adverse effect on CB&T's business, or where the failure to so qualify would not have a material adverse effect on Green Dot's or CB&T's ability to continue operation of the Program.

19.2 Corporate Authority.

19.2.1 Corporate Power. Each of Synovus and CB&T has all necessary corporate power and authority to enter into this Agreement and to perform all of the obligations to be performed by it under this Agreement.

* **Confidential Treatment Requested.**

19.2.2 Authorization. This Agreement has been duly authorized by all necessary proceedings, has been duly executed and delivered by each of Synovus and CB&T and is a valid and legally binding agreement of each of Synovus and CB&T duly enforceable in accordance with its terms (except as such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting creditors' rights generally and by general equity principles).

19.2.3 Approvals. No consent, approval, authorization, order, registration or qualification of or with any court or Regulatory Authority or other governmental body having jurisdiction over Synovus or CB&T is required for, and the absence of which would materially adversely affect, the legal and valid execution and delivery of this Agreement, and the performance of the transactions contemplated by this Agreement.

19.2.4 No Conflicts. The execution and delivery of this Agreement by each of Synovus and CB&T hereunder and the compliance by Synovus and CB&T with all provisions of this Agreement shall not: (i) conflict with, result in the breach of, constitute a default under or accelerate, terminate, modify or cancel or require any notice or consent under any agreement, contract, lease, license, instrument or other arrangement to which Synovus or CB&T is a party or by which it is bound or to which any of its assets is subject, except for such violations, conflicts, breaches, defaults, accelerations, terminations or modifications that would not have a material adverse effect on its ability to fulfill its obligations under this Agreement; or (ii) violate the charter, bylaws, or any other equivalent organizational document of Synovus or CB&T.

19.3 Litigation. There are no actions, suits or proceedings existing or pending against or affecting Synovus or CB&T before any Regulatory Authority which would have a material adverse effect on its ability to perform its obligations hereunder except for proceedings which it is defending and challenging in good faith and which it does not reasonably believe shall result in a final order or judgment materially affecting its ability to perform this Agreement.

19.4 CB&T Marks. CB&T has the legal right to use and to permit Green Dot to use, to the extent set forth herein, the CB&T Marks; and Synovus has the legal right to use and to permit Green Dot to use, to the extent set forth herein, the Synovus Marks.

19.5 Intellectual Property Rights. In the event CB&T provides any software or hardware to Green Dot, CB&T has the legal right to such software or hardware and the right to permit Green Dot to use such software or hardware, and such use shall not violate any intellectual property rights of any third party.

19.6 Sharing of Customer Information. Nothing in CB&T's current policies and procedures restrict CB&T from entering into the covenants contained in this Agreement that relate to the sharing of Accountholder Data.

19.7 No Reliance. Each of Synovus and CB&T acknowledges and agrees that Green Dot has not made, and Synovus or CB&T is not relying on, any representation or warranty, express or implied, with respect to the subject matter hereof, except as expressly set forth in this Agreement.

**ARTICLE 20
COVENANTS OF CB&T**

CB&T as specifically noted in this ARTICLE 20 hereby severally and not jointly covenants and agrees with Green Dot as follows:

20.1 Notices of Changes. Except as such is limited by Applicable Law or the actions or requirements of a Regulatory Authority, CB&T shall notify Green Dot as far as reasonably possible in advance of any: (a) change in the name or form of business organization of CB&T, change in the location of its chief executive office or the location of the office where its records concerning the Program are kept; and (b) merger or consolidation of CB&T or the sale of a significant portion of its stock or of any substantial amount of its assets not in the ordinary course of business or any CB&T change in control. CB&T shall notify Green Dot as soon as reasonably possible of any material adverse change in Green Dot's financial condition or operations. CB&T shall furnish such additional information with respect to any of the foregoing as Green Dot may reasonably request for the purpose of evaluating the effect of such transaction on the financial condition and operations of CB&T and on the Program.

20.2 CB&T's Business. CB&T shall do or cause to be done all things necessary to preserve and keep in full force and effect its corporate existence and to comply with all Applicable Law in connection with its business.

20.3 Insurance. CB&T shall maintain insurance policies with insurers and in such amounts and against such types of loss and damage as are customarily maintained by other banks engaged in similar businesses as CB&T, which may include reasonable self insured retention limits.

20.4 True and Correct Information. CB&T covenants that all information furnished by CB&T to Green Dot for purposes of or in connection with this Agreement is true and correct in all material respects and no such information omits to state a material fact necessary to make the information so furnished not misleading. Except as disclosed to Green Dot, there is no fact known to CB&T (including threatened or pending litigation) that could materially and adversely affect the financial condition, business, property, or prospects of CB&T.

20.5 Books and Records. CB&T covenants that it shall keep, or cause to be kept, and shall maintain for twelve (12) months prior to archiving, and thereafter shall maintain in archive for a minimum of five (5) years or such longer period as is required by Applicable Law or System Rules, proper records, files and books of account in which full, true and correct entries shall be made of all dealings and transactions in relation to the Accounts and the Program.

20.6 Cooperation. CB&T covenants that it shall use commercially reasonable efforts to cooperate with Green Dot in the operation of the Program and its obligations under the Agreement, including in respect of the settlement of disputes with Customers.

**ARTICLE 21
INSURANCE**

21.1 Green Dot. Green Dot shall procure, pay for and maintain the minimum insurance coverage set forth below for the entire Term of the Agreement. All insurance coverage is subject to the approval of CB&T and shall be issued by a fiscally sound insurance carrier which maintains an A.M. Best rating of A or better. All insurance required herein shall contain a waiver of subrogation in favor of CB&T, its Affiliates, and their respective directors, officers, employees and agents.

(a) Employer's Liability Insurance and Worker's Compensation Insurance, including coverage for occupational injury, illness and disease, and other similar social insurance in accordance with the Applicable Laws of the country, state or territory exercising jurisdiction over the employee with minimum limits per employee and per event of \$[*] and a minimum aggregate limit of \$[*], or the minimum limits required by Applicable Law, whichever limits are greater.

(b) Comprehensive General Liability Insurance, including Products, Completed Operations, Premises Operations Personal and Advertising Injury, Contractual and Broad Form Property Damage liability coverages, on an occurrence basis, with a minimum combined single limit per occurrence of \$[*] (\$[*] for Personal Injury), and a minimum combined single aggregate limit of \$[*]. The General Liability policy shall name CB&T, its Affiliates, and their respective directors, officers, employees and agents as additional insureds on the General Liability policy.

(c) Automotive Liability Insurance covering use of all owned, non-owned and hired automobiles for bodily injury, property damage, uninsured motorist and underinsured motorist liability with a minimum combined single limit per accident of \$[*] or the minimum limit required by Applicable Law, whichever limit is greater.

(d) Commercial Crime Insurance, including blanket coverage for Employee Dishonesty and Computer Theft, for loss or damage arising out of or in connection with any fraudulent or dishonest acts committed by the employees of Green Dot, acting alone or in collusion with others, including the property and funds of others in their possession, care, custody or control, with a minimum limit per event of \$[*].

(e) Electronic Data Processing Errors and Omissions Insurance covering liability for loss or damage due to an act, error, omission or negligence, or due to machine malfunction, with a minimum limit per event of \$[*].

(f) Cyber Liability Insurance covering funds transfer processing services, intellectual property, and network security with a minimum combined single aggregate limit of \$[*].

(g) Umbrella Liability Insurance with minimum per-occurrence limits of \$[*] General Aggregate insurance, \$[*] Products and Completed Operations, and \$[*] Personal Injury, in each case in excess of the insurance coverage described above in part (b) and (d) above in this Section 11.

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21.2 Evidence of Insurance. Green Dot must furnish CB&T with certificates of insurance as evidence of satisfaction of the above insurance requirements prior to commencement of operations under this Agreement. Such certificates shall verify the waiver of subrogation in favor of CB&T, name CB&T as additional insured under general liability, and shall specify that in the event of cancellation or material change in coverage, at least thirty (30) days' prior notice will be given to CB&T concerning such event. Should Green Dot be unable to amend its policy to provide the thirty (30) days' notice, CB&T will accept language on the Certificate of Insurance with wording to the effect that, if any of the policies are cancelled before the expiration date of the policy, the issuing insurer will endeavor to mail thirty (30) days' written notice to the Certificate Holder, but failure to do so shall not obligate or cause liability of any kind upon the insurer, its agents or representatives. In the event that Green Dot fails to maintain and keep in force the insurance as herein provided, CB&T shall have the right to cancel and terminate the Agreement immediately and without prior notice.

21.3 CB&T. CB&T shall, throughout the Term, have and maintain in force at least the following insurance coverages: (i) comprehensive or commercial general liability insurance, including coverage for completed operation, of not less than \$[*] per occurrence and \$[*] aggregate; (ii) fidelity bond coverage for loss of money, securities or other property resulting from one or more of theft, fraudulent or dishonest acts with a limit of liability of not less than \$[*] per occurrence and in the aggregate; and (iii) errors and omissions insurance with a limit of liability of not less than \$[*] per occurrence and in the aggregate.

**ARTICLE 22
LIMITATION OF LIABILITY**

22.1 Limitation of Liability. NEITHER PARTY, OR THEIR RESPECTIVE SUBSIDIARIES, PARENTS OR AFFILIATES SHALL BE LIABLE TO THE OTHER PARTY TO THIS AGREEMENT OR ITS SUBSIDIARIES, PARENTS OR AFFILIATES, WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF SUCH DAMAGES ARE FORESEEABLE, AND WHETHER OR NOT ANY PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE WRONGFUL DEATH OR INJURY OF ANY PERSON. NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS CONTAINED IN THIS SECTION 22.1 SHALL NOT APPLY TO ANY CLAIM THAT (A) IS SUBJECT TO INDEMNIFICATION UNDER ARTICLE 24, (B) ARISES OUT OF A BREACH OF CONFIDENTIALITY UNDER ARTICLE 16 OR A BREACH OF INFORMATION SECURITY UNDER ARTICLE 14 OR SCHEDULE 14.1 (C) WITH RESPECT TO CB&T, ARISES OUT OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, OR (D) WITH RESPECT TO GREEN DOT, ARISES OUT OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD.

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ARTICLE 23
TERM AND TERMINATION OF AGREEMENT

23.1 Term and Termination of Agreement. The initial term of this Agreement shall be for a period of three (3) years commencing on the Effective Date (the "**Initial Term**"), and shall continue for three (3) successive one (1) year periods (each a "**Renewal Term**"), unless prior to the expiration of the Initial Term or at any time thereafter CB&T or Green Dot gives the other Party not less than one hundred eighty (180) days written notice of its election not to renew this Agreement.

23.2 Termination of Agreement for Cause. In addition to the right to not renew this Agreement pursuant to Section 23.1, CB&T or Green Dot shall have the right, as applicable, to terminate the Agreement upon occurrence of one or more of the following events upon written notice to the other Parties:

23.2.1 Material Breach. If Green Dot or CB&T fails to observe or perform, in any material respect, that Party's obligations to the terminating Party hereunder or is otherwise in breach of this Agreement and such breach has a material adverse effect on the Program or the non-breaching Party, so long as the failure or breach is not due to the actions or failure to act of the terminating Party, but only if the non-performing Party fails to cure the breach within thirty (30) Business Days after the non-performing Party received written notice from the terminating Party specifying the failure.

23.2.2 Representation, Warranty, Statement or Certificate. In the event any representation, warranty statement or certificate furnished by Green Dot to CB&T or by CB&T to Green Dot in connection with or arising out of the Agreement is false and has a material adverse effect to the terminating Party as of the date made or delivered.

23.2.3 Insolvency; Financial Condition. If CB&T or Green Dot shall: (i) file, or consent by answer or otherwise to the filing against it, of a petition for relief, reorganization or arrangement or any other petition in bankruptcy, for liquidation or to take advantage of any bankruptcy or insolvency law of any jurisdiction; (ii) make an assignment for the benefit of its creditors; (iii) consent to the appointment of a custodian, receiver, trustee or other officer with similar powers of itself or of any substantial part of its property; (iv) be adjudicated insolvent or be liquidated; (v) take corporate action for the purpose of any of the foregoing; (vi) voluntarily or involuntarily commence proceeding for wind up or liquidation, if such proceeding or petition shall continue un-dismissed for sixty (60) days or an order or decree approving or ordering any of the foregoing shall continue unstayed and in effect for sixty (60) days.

23.2.4 Force Majeure Event. If any performance under the Agreement is postponed or extended for longer than sixty (60) days due to a Force Majeure Event experienced by the non-terminating Party.

23.2.5 Cross-Default. In the event there is a termination of the Network Settlement Agreement, or there is a termination of or material breach of any Supporting Agreements, in each case for any reason other than the breach or non-performance of the terminating Party.

23.3 CB&T Termination Right. In addition to the foregoing, CB&T shall have the right to terminate this Agreement, upon written notice to Green Dot, in the event Green Dot fails to implement a change to the Program pursuant to ARTICLE 3.

23.4 Change in Control. CB&T or Green Dot shall have the right, as applicable, to terminate the Agreement upon written notice to the other Party if on or after the Effective Date, (i) in any one transaction beneficial ownership of fifty percent (50%) or more of the combined voting power of the then outstanding voting securities of either Party entitled to vote generally in the election of directors is acquired by any Person or group unrelated to the Persons or groups that control such Party as of the Effective Date, whether pursuant to a sale of such interest by the holders thereof or pursuant to a merger, consolidation, reorganization or other business combination ("**Change in Control**"), or (ii) all or substantially all of the assets or property of such Party is sold or otherwise or otherwise disposed of in one transaction or a series of related transactions to any Person or group unrelated to the Persons or groups that control such Party as of the Effective Date; provided, however, that CB&T shall not have the right to terminate this Agreement in the event that a Change in Control occurs as a result of a public offering by Green Dot.

23.5 Green Dot Termination Right. In addition to the foregoing, Green Dot shall have the right to terminate this Agreement, upon written notice to CB&T, upon the occurrence of any of the following.

23.5.1 CB&T Troubled Condition. In the event CB&T is determined to be in a "troubled condition" as defined in 12 C.F.R. Section 325.101, or CB&T or any officer or director of CB&T becomes subject to a formal written enforcement order that materially adversely affects CB&T's ability to fulfill its obligations under this Agreement.

23.5.2 Required Program Change. Pursuant to the provisions of Section 3.2.5.

23.6 Termination Without Cause by Green Dot. Green Dot may, at its option, terminate this Agreement at any time during the Term by giving one hundred and eighty (180) days prior written notice of termination, and by the payment to CB&T of liquidated damages as set forth in Section 23.8.

23.7 Wind Down Period.

23.7.1 General Obligations. Upon the expiration or termination of this Agreement, (i) Green Dot may elect to either transition the Program to an alternative card issuer (any such institution, a "**Successor Bank**") in accordance with Applicable Law and pursuant to Section 23.7.2 or (ii) the Program shall be wound down in accordance with Applicable Law and pursuant to Section 23.7.3. Each Party acknowledges that the main goals of the Wind Down Period are to benefit the Customers by minimizing any possible burdens or confusion and to protect and enhance the names and reputations of the Parties, both of whom have invested their names and reputations in the Program and Prepaid Cards issued hereunder. Unless otherwise required by Applicable Law or any Regulatory Authority, upon the expiration or termination of this Agreement for any reason, the Parties agree to cooperate in good faith to wind down or transition the Program in a commercially reasonable way as soon as reasonably possible to

provide for a smooth and orderly transition or wind-down. Such cooperation shall include continued acceptance of Prepaid Cards presented for payment until such Prepaid Cards expire or are cancelled as set forth below, and continued provision of customer service to all outstanding Customers in accordance with the terms of this Agreement up until the Prepaid Cards expire, are terminated, or transitioned to another bank or financial institution.

23.7.2 Green Dot Transition Election. In the event that Green Dot elects to transition the Program to a Successor Bank pursuant to Section 23.7.1, CB&T's obligations shall include: (i) executing and delivering an account transfer agreement containing terms and conditions generally consistent with banking industry practice (including customary representation, warranties and obligations) for the transfer of accounts between institutions to transfer the Program to a Successor Bank (as well as all liabilities expressly assumed including those with respect to payment of the Customer Funds to Customers); (ii) assigning all of CB&T's rights, duties and obligations with respect to all Cards, Customer Agreements, all Accountholder Data and CB&T's interest in all Materials (subject to use of Marks) related to the Program to such Successor Bank; (iii) transferring to such Successor Bank all books and records relating to the Program; (iv) making any and all regulatory filings necessary to effect the transition of its undertakings in connection with this Agreement to such Successor Bank; (v) making all filings and taking all other actions necessary to transfer the related BINs to such Successor Bank; and (vi) executing other documents as may reasonably be necessary for CB&T to perform its obligations under this Section 23.7.2.

23.7.3 Transition Process. As soon as reasonably practicable after expiration of this Agreement or receipt or delivery of a termination notice, Green Dot shall provide to CB&T in writing a proposed transition plan, detailing (i) whether the Program is to be wound down or transferred to a Successor Bank; and (ii) a proposed timeline, which shall designate a date as of which the Program shall be wound down or transferred from CB&T to a Successor Bank ("Switchover Date"). CB&T and Green Dot shall meet promptly thereafter to finalize a mutually agreed transition plan and Switchover Date. The wind-down or transition of the Program shall occur as soon as reasonably possible and in no event later than, as applicable (y) one hundred eighty (180) days after expiration of this Agreement or the date the termination notice is received or (z) , subject to Section 23.7.4, ninety (90) days after (A) expiration of this Agreement or the date the termination notice is received in the event Green Dot elects not to transfer the Program to a Successor Bank or (B) the end of the time period specified in (y) above if Green Dot has failed to effect the transfer by such date; provided, however, that such time periods may be extended either by mutual written agreement of the parties or solely to accommodate the receipt of regulatory approvals required under Applicable Law.

23.7.4 No Green Dot Transfer. In the event Green Dot elects not to transition the Program to a Successor Bank pursuant to Section 23.7.2 or fails to effect such transfer by the time period specified in Section 23.7.3, the Parties shall work together to terminate the Program within the time periods specified in Section 23.7.3; provided, however, that the Parties agree that the affected Customers shall be given at least sixty (60) calendar days notice of termination or such longer time as required by Applicable Law.

23.7.5 Reload of Reloadable Products. Upon a notice of non-renewal or termination, Green Dot may request CB&T to continue to accept Reloads of reloadable products,

and CB&T shall accept such request. Notwithstanding the forgoing, in the event of a termination of this Agreement by CB&T pursuant to Section 23.2 or Section 23.3, or in event Green Dot fails to transfer the Program to a Successor Bank within the time period specified in Section 23.7.3, CB&T may require Green Dot to provide, and Green Dot then shall provide, notice to Customers (such notice subject to CB&T's prior written approval) that Customers shall no longer have the ability to Reload any reloadable products issued pursuant to the Program after nine (9) months from the date of the notice.

23.7.6 Wind Down Period General Obligations. During the Wind Down Period, the Parties shall continue to be bound by and comply with the terms of this Agreement and perform all of their obligations hereunder until such date as the Program is wound-down and shall remain liable for the representations and warranties, covenants and indemnification obligations under this Agreement; provided, however, if CB&T has terminated the Agreement under Section 23.2 due to (i) criminal activity or alleged criminal activity of Green Dot or a Green Dot employee which is directly related to the Program, or (ii) acts or omissions of Green Dot or its employees that have exposed or may reasonably expose CB&T or its Affiliates to material economic loss, Green Dot shall, if requested by CB&T, make best efforts to cease all sales of new Prepaid Cards as promptly as practical consistent with such best efforts.

23.7.7 Press Releases. In no event shall either Party make any public statement or customer communication regarding the termination or wind-down of this Agreement, or any Prepaid Cards or the Program without the express prior written approval of the other Party, which approval shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, each, Party may communicate the termination or expiration of this Agreement to any third party with which it has contracted to provide services for the Prepaid Cards and/or the Program (e.g., affected Systems and processors) and Green Dot may communicate the termination or expiration of this Agreement to any third party with which it desires to negotiate to serve as the Successor Bank for the Program.

23.7.8 Return of Property. Following termination or expiration of this Agreement and expiration of the Wind Down Period, each Party shall (i) return all property belonging to the other Parties (including Confidential Information not reasonably necessary to operate the Program) which is in its possession or control at the time of termination, and (ii) discontinue the use of and return to the other Parties, or at the request of the other Parties destroy, all written and printed Materials bearing the other Parties' name and logo, except as set forth in Section 16.3.

23.7.9 Reimbursement Obligations. Except in the event this Agreement is terminated by Green Dot pursuant to Section 23.2, Green Dot shall reimburse, as applicable, CB&T for all costs reasonably incurred by CB&T for any documented transition expenses reasonably incurred by CB&T with respect to either the transfer of the Program to a Successor Bank or the termination of the Program.

23.7.10 Further Assurances. Each Party shall, at Green Dot's cost and expense, (i) give such further assurances to the acquiring party and shall execute, acknowledge and deliver all such acknowledgments, assignments and other instruments and take such further action as may be reasonably necessary and appropriate to effectively vest in the acquiring party

the full legal and equitable title to the Program acquired by the acquiring party and (ii) make commercially reasonable efforts to assist the acquiring party in the orderly transition of the operations being acquired by the acquiring party. The Parties agree to work in good faith to assure a smooth transition of the Program and continuity of operations with respect to the Program.

23.7.11 Use of Marks. Notwithstanding anything to the contrary contained herein, except to discharge its obligations and exercise its rights under this Agreement, upon the end of the Wind Down Period: (i) the transfer of Materials under Section 23.7.2 shall not entitle Green Dot or its designate to use the CB&T Marks or Synovus Marks, or (ii) CB&T to use the Green Dot Marks, as applicable. Upon the end of the Wind Down Period, prior to any use of the Materials, all references to or trade dress of CB&T and its Affiliates or Green Dot and its Affiliates, as the case may be, shall be removed from such Materials.

23.8 Liquidated Damages.

23.8.1 CB&T Termination For Cause; Green Dot Termination without Cause. In the event this Agreement is terminated by (a) CB&T pursuant to Section 23.2 or Section 23.3 or (b) by Green Dot pursuant to Section 23.6, in addition to any other rights and remedies set forth herein or otherwise available, Green Dot shall pay CB&T, within [*] ([*]) [*] of the date of termination, as liquidated damages, an amount equal to the [*] on the date [*] ([*]) [*].

23.8.2 Damages Acknowledgement. Each Party recognizes and acknowledges that damages are difficult or impossible to calculate and therefore the liquidated damages amount and calculation set forth in Section 23.8.1 represent the Parties' best estimate of the damages a Party shall incur as a result of a termination event provided for in Section 23.8.1, and that payment of such liquidated damages amounts represent a reasonable estimate of the total net detriment that a Party would suffer in the event of such a termination occurrence. Each Party recognizes and acknowledges that any such liquidated damages amount is not intended as a forfeiture or penalty, but is intended to constitute liquidated damages to the other Party.

**ARTICLE 24
INDEMNIFICATION; DAMAGES**

24.1 By Green Dot.

24.1.1 Indemnification Obligation. Green Dot covenants and agrees to indemnify and hold CB&T, its Affiliates, and their respective officers, directors, employees, agents, successors and permitted assigns harmless against any losses, liabilities, costs and expenses (including reasonable attorneys fees and expenses), judgments, settlements, damages, fines, penalties, claims, demands, offsets, defenses, counterclaims, actions, investigations or proceedings (collectively, "**Losses**") arising out of, under or in connection with (i) any failure by Green Dot to comply with any of the terms and conditions of this Agreement, (ii) any inaccuracy, breach or untruthfulness of any representation or warranty made by Green Dot herein, (iii) any infringement or alleged infringement of any third party's marks or intellectual property rights as a result of CB&T's or Synovus' use of the Green Dot Marks hereunder, (iv) subject to this Section 24.1.1, any noncompliance with or violation of any Applicable Laws

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or System Rules (including without limitation with respect to Materials), (v) the gross negligence or willful misconduct of Green Dot, Retailer, Reseller or any of Green Dot's Affiliates, employees, officers, directors, subcontractors or agents, representatives or independent contractors, (vi) any wrongful acts or omissions of Green Dot in connection with the improper use of Customer relationships or in connection with the transfer of Network responsibilities hereunder to the Successor Bank, (vii) any Losses arising from unauthorized or fraudulent access to or use of an Account or Accountholder Data ("**Data Breach Losses**") that is not caused by the gross negligence or intentional misconduct of an employee of CB&T or of its Affiliates, and other than Data Breach Losses arising solely from a security breach to computer systems maintained by CB&T or maintained by third parties (other than Green Dot or a Third Party Service Provider, Retailer, or Reseller) on behalf of CB&T, (viii) as provided in Sections 8.2, 8.3, 8.8 or 14.4.1, or (ix) any matter arising from or related to [*] or [*] arising from or related to the [*] or the [*] or, as it related to Green Dot or Green Dot's customers, employees, officers or agents, any act or omission of Green Dot in any way related to the [*], the [*] or any other agreement related to [*] provision of services that benefit Green Dot's customers, to include, but not be limited to, claims by [*]. Notwithstanding any other provision of this Agreement to the contrary, express or implied, Green Dot's indemnification obligations under clause (ix) of this Section 24.1.1 shall not be limited in any amount or manner and, for purposes of such clause (ix), the term "Losses" shall include, in addition to those Losses as defined above, all amounts that CheckFree may claim or seek from Green Dot or CB&T, by indemnity or otherwise, pursuant to the CheckFree Agreement. [*] under clause [*] of this [*] for [*] arising solely from [*]: (a) CB&T's failure to comply with the Bank Secrecy Act or OFAC requirements where such failure was not in any way caused by Green Dot's failure to meet its obligations under this Agreement or to obtain and provide all information to CB&T needed for CB&T to meet such Bank Secrecy Act or OFAC requirement; (b) any breach by Green Dot of a System Rule (other than a rule or guideline of NACHA or the Federal Reserve in its role as an automated clearing house operator) if such System Rule (other than a rule or guideline of NACHA or the Federal Reserve in its role as an automated clearing house operator) was not communicated to Green Dot by the applicable System or CB&T; or (c) CB&T's failure to comply with a requirement imposed directly and specifically on CB&T by a Regulatory Authority where such failure was due to the actions or inactions of Green Dot but CB&T had failed to inform Green Dot of the need for such actions or the need to cease taking such actions.

24.1.2 Limited Exception and Conditions. Green Dot's indemnification obligations under this ARTICLE 24 shall exclude any Losses arising from the noncompliance with or violation of any Applicable Law or System Rule by the Program, any Party or such Party's employees or agents, or any Retailer, Reseller or Third Party Service Provider only in the event that:

- (a) CB&T makes a determination as to Applicable Law or a System Rule pursuant to Section 3.2.1 hereof (a "**CB&T Determination**"), and
 - (i) Green Dot in good faith disputes that CB&T Determination following the procedures of ARTICLE 25, and
 - (ii) the dispute is resolved in a manner that preserves the CB&T Determination as the determination to be followed for the Program, and

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(iii) Green Dot formally protests to such resolution of the dispute in a signed, written statement delivered to CB&T and its counsel within ten (10) Business Days of the resolution of the dispute as provided in this Section 24.1.2, which statement provides that Green Dot accepts the dispute resolution “under protest,” describes the dispute and the resolution of the dispute in reasonable detail, is supported by a legal opinion provided to Green Dot (with a copy to CB&T) by a reputable law firm, and cross-references this Section 24.1.2 (a “**Protest Statement**”), and

(iv) the CB&T Determination is determined by a court or Regulatory Authority to be inconsistent with Applicable Law and results directly in the payment of monetary damages or civil money penalties to a Customer or monetary penalties to a Regulatory Authority (collectively, “**Noncompliance Losses**”), then

(b) Green Dot shall have no indemnification obligation with respect to such Noncompliance Losses and CB&T shall indemnify Green Dot as provided in Section 24.2 for any Noncompliance Losses suffered by Green Dot.

(c) Any Protest Statement under this Section 24.1.2 must be delivered by Green Dot within twenty (20) Business Days after the resolution of the CB&T Determination that is protest, and must be delivered to Michael Smith and John ReVeal, by registered or certified mail, at the mailing address indicated in Section 26.14 or at such other address or to such other person of which Green Dot receives notice in conformity with Section 26.14.

24.2 By CB&T. Subject to Green Dot's indemnification obligations with respect to noncompliance with or violation of Applicable Law or Systems Rules, as provided in Section 24.1.1 and limited only by Section 24.1.2, CB&T covenants and agrees to indemnify and hold Green Dot, its Affiliates, and their respective officers, directors, employees, agents, and permitted assigns (the “**Green Dot Indemnified Parties**”) harmless against any Losses, arising out of, under or in connection with (i) any failure by CB&T to comply with any of the terms and conditions of this Agreement, (ii) any inaccuracy, breach or untruthfulness of any representation or warranty made by CB&T herein, (iii) any infringement or alleged infringement of any third party's mark or intellectual property as a result of Green Dot's use of the CB&T Marks hereunder, (iv) the gross negligence or willful misconduct of CB&T or its employees, officers, directors, vendors, subcontractors or agents, representatives or independent contractors, (v) any wrongful acts or omissions of CB&T in connection with the improper use of Customer relationships or in connection with the transfer of Network responsibilities hereunder to the Successor Bank, in each case excluding any Losses to the extent such Losses arise from the acts or omissions of Green Dot, including any failure to comply with the terms of this Agreement, or (vi) any unauthorized or fraudulent access to or use of Accountholder Data caused by the gross negligence or intentional misconduct of an employee of CB&T or of its Affiliates, or arising solely from a security breach to computer systems maintained by CB&T or maintained by third parties (other than Green Dot or a Third Party Service Provider, Retailer, or Reseller) on behalf of CB&T.

24.3 Defense of Claims.

24.3.1 Notice. If any claim is made or any suit, action, investigation or proceeding of any kind (any such action a “*Claim*”) is commenced that may give rise to a right of indemnification, or any knowledge is received of a state of facts which, if not corrected, may give rise to a right of indemnification, the indemnified party shall give prompt written notice to the indemnifying party. The failure to give such notice shall not, however, relieve the indemnifying party of its indemnification obligations except to the extent that the indemnifying party is actually harmed thereby.

24.3.2 Right to Defend Claim. The indemnifying party shall have the right to defend any such Claim in its name and at its expense, shall select the counsel for the defense of such Claim as approved by the indemnified party, and shall cooperate with the indemnified party in the conduct of the defense against such Claim; provided, however, that the indemnifying party shall not have the right to defend any such Claim if (i) it refuses to acknowledge fully its obligations to the indemnified party; (ii) it contests, in whole or in part, its indemnification obligations; (iii) it fails to employ appropriate counsel approved by indemnified party to assume the defense of such Claim or refuses to replace such counsel upon the indemnified party’s reasonable request; (iv) the indemnified party advises the indemnifying party that there are issues which could raise possible conflicts of interest between the indemnifying party and the indemnified party or that the indemnified party has claims or defenses that are separate from or in addition to the claims or defenses of the indemnifying party; or (v) such Claim seeks an injunction, cease and desist order, or Management Committee; provided further, that Green Dot may not, as an indemnifying party or otherwise, defend against a Claim or select the counsel for the defense of a Claim if the Claim was brought by a Regulatory Authority. If the Management Committee is unable to resolve the Dispute within five (5) Business Days, then either Party may escalate the Dispute to the most senior executive each of CB&T and Green Dot. In each such case, the indemnified party shall have the right to direct the defense of the Claim and retain its own counsel, and the indemnifying party shall pay the cost of such defense, including reasonable attorneys fees and expenses.

24.3.3 Indemnifying Party Election. If the indemnifying party elects and is entitled to compromise or defend such Claim it shall within thirty (30) days (or sooner, if the nature of the Claim so requires) notify the indemnified party of its intent to do so, and the indemnified party shall, at the expense of the indemnifying party, cooperate in the defense of such Claim. In such case, the indemnified party shall have the right to participate in the defense of any Claim with counsel selected by it. Except as provided in Section 24.3.2, the fees and disbursements of such counsel shall be at the expense of the indemnified party.

24.3.4 Indemnifying Party Obligation. The indemnifying party shall have no obligation to pay the monetary amount of the settlement of any Claim entered into by the indemnified party without the prior written consent of the indemnifying party (which consent shall not be unreasonably withheld or delayed). Notwithstanding the indemnifying party’s right to direct the defense against any Claim, the indemnifying party shall not have the right to compromise or enter into an agreement settling any claim, suit, demand or action without the prior written consent of the indemnified party (which consent shall not be unreasonably withheld or delayed).

ARTICLE 25
DISPUTE RESOLUTION

25.1 Dispute. Except as provided in Section 25.3, a Party shall invoke this Section 25.1 to resolve any dispute, claim or controversy among the Parties concerning this Agreement or any matter arising under the Program, including any issue relating the Parties' obligations under the applicable provisions of the Program Operating Guidelines (any such matter a "*Dispute*").

25.2 Process. Either the Green Dot Relationship Manager or the CB&T Relationship Manager shall present any Dispute to the Senior Business Unit Manager of each Party (the person holding that position for each Party as of the Effective Date is identified on Schedule 25.2), which shall endeavor to resolve such Dispute within five (5) Business Days. If the Senior Business Unit Managers are unable to resolve such Dispute within the five (5) Business Days, then either Party may escalate the Dispute to the Management Committee. Notwithstanding the foregoing, in the event that a Party determines that the expeditious resolution of such Dispute is necessary to avoid a material adverse effect, the affected Party may require, upon prior written notice to the other Party, immediate escalation of such Dispute to the most senior executive of CB&T and the most senior executive of Green Dot. In the event that such senior executives are unable to resolve the Dispute within five (5) Business Days after such referral, a Party may proceed to litigation. This Dispute resolution process shall not limit a Party's right to seek injunctive relief as provided in Section 25.4 or to give notice of termination or otherwise pursue its right to terminate this Agreement or other rights set forth in this Agreement.

25.3 Dispute Regarding Termination. Once notice of termination has been issued pursuant to the terms of this Agreement, in the event of a Dispute regarding such termination or events resulting in such termination, a Party may, upon written notice to the other Party, proceed directly to litigation in accordance with Section 25.4 without referring such Dispute to the Management Committee or following the escalation process.

25.4 Injunctive Relief; Right to Terminate.

25.4.1 Injunction. Notwithstanding the Dispute resolution provision of this Section 25.4.1 and any other applicable provision of this Agreement, either Party may seek equitable relief at any time before or during any Dispute resolution proceedings (including arbitration) in any court of competent jurisdiction to protect its interests or to preserve the status quo pending completion of any Dispute resolution process or to otherwise protect its rights or interests as permitted at law and in equity. By seeking or obtaining such remedy, the Party seeking injunctive relief hereunder shall not waive any of the provisions of this ARTICLE 25.

25.4.2 Termination. Nothing in this ARTICLE 25 shall limit a Party's right to give notice of termination or otherwise pursue its right to terminate this Agreement or other rights set forth in this Agreement.

25.5 Continuity of Services. In the event of a Dispute, the Parties shall continue to perform their respective obligations (other than the payment of any disputed amount) under this Agreement in good faith during the resolution of such Dispute.

**ARTICLE 26
GENERAL PROVISIONS**

26.1 Entire Agreement. This Agreement, together with the Exhibits and Schedules and Supporting Agreements, constitutes the entire agreement by the Parties and supersedes any other agreement including the Original Agreement, whether written or oral, that may have been made or entered into between or among the Parties relating to the matters contemplated hereby.

26.2 Accounting. The Parties agree that all accounting calculations in this Agreement shall be performed in accordance with generally accepted accounting principles or other generally accepted accounting methods in the United States. The Parties further agree to work together in good faith to reconcile any accounting discrepancies.

26.3 Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Georgia, without regard to that state's conflict of laws principles.

26.4 Jurisdiction. The Parties hereby irrevocably and unconditionally consent and submit to the personal jurisdiction of the United States District Court in Muscogee County, Georgia over all matters relating to this Agreement. In the event that the United States District Court does not have jurisdiction over a claim, suit, demand or action, the Parties hereby irrevocably and unconditionally consent and submit to the personal jurisdiction of the Georgia state court in Muscogee County. Each Party agrees that service of process in any claim, suit, demand or action hereunder may be made upon such Party by certified mail, return receipt requested, to the address for notice set forth herein.

26.5 Trial By Jury. EACH PARTY ALSO, KNOWINGLY AND WILLINGLY, AND FOLLOWING CONSULTATION WITH COUNSEL, HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY DISPUTE ARISING UNDER THIS AGREEMENT.

26.6 Force Majeure. No Party shall be liable for any failure or delay on its part to perform, and shall be excused from performing any of its non-monetary obligations hereunder if such failure, delay or non-performance results in whole or in part from any cause beyond the absolute control of the party, including any act of God, act of war, riot, actions of terrorists, earthquake, fire, explosion, natural disaster, flooding, embargo, sabotage each a "**Force Majeure Event**"; provided, however, that the Party suffering the Force Majeure Event shall immediately implement its Disaster Recovery Plan. A Party desiring to rely upon any of the foregoing as an excuse for failure, default or delay in performance shall, when the cause arises, give to the other

Party prompt notice in writing of the facts which constitute such cause, and, when the cause ceases to exist, give prompt notice thereof to the other Party. This Section 26.6 shall in no way limit the right of a Party to this Agreement to make any claim against third parties for any damages suffered due to said cause.

26.7 Survival. The following provisions of this Agreement shall survive termination of this Agreement, in each case subject to any limitations stated in such Section or Article: Article 1, Section 2.4, Section 7.2, Section 8.8(b), Section 16.3, Section 18.6, Section 18.7 with respect to cooperating in respect of settlement of disputes with Customers, Section 20.5, Article 22, Section 23.7, Section 23.8, Article 24, Article 26, and such other provisions as by their terms expressly survive termination of this Agreement.

26.8 Severability. If any provision of this Agreement (or any portion thereof) is determined to be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and shall be binding upon the Parties and shall be enforceable, as though said invalid or unenforceable provision (or portion thereof) were not contained in this Agreement.

26.9 Waiver. The failure by a Party to insist upon strict performance of any of the provisions contained in this Agreement shall in no way constitute a waiver of its rights as set forth in this Agreement, at law or in equity, or a waiver of any other provisions or subsequent default by the other Party in the performance of or compliance with any of the terms and conditions set forth in this Agreement.

26.10 Successors and Third Parties. This Agreement and the rights and obligations hereunder shall bind, and inure to the benefit of, the Parties and their successors and permitted assigns.

26.11 Assignments. The rights and obligations of Green Dot and CB&T, respectively, under this Agreement are not assignable either voluntarily or by operational law, without prior written consent from the other, which consent shall not be unreasonably withheld; provided, however, that a Party may assign its rights and obligations under this Agreement to an Affiliate without the prior consent of the other Party; and provided further that CB&T may assign this Agreement without such approval by way of any merger, consolidation or other corporate reorganization solely between CB&T and one or more of its Affiliates.

26.12 Relationship. Green Dot and CB&T are independent parties, and the nature and extent of their arrangement is set forth in this Agreement and other written documents and agreements setting forth their rights, duties and obligations with respect to their various relationships. Green Dot and CB&T are not partners, and nothing contained in this Agreement shall be construed as creating a partnership, joint venture or any similar relationship other than as independent contracting parties.

26.13 Press Releases and Inquiries. Except as may be required by Applicable Law, System Rules or any stock exchange, neither of CB&T nor Green Dot, nor their respective parents or Affiliates, shall issue a press release or make public announcement or any disclosure to any third party related to the terms of this Agreement without the prior consent of the other Party, which consent shall not be unreasonably withheld or delayed. Upon receipt of any press

inquiry (including any inquiry that may reasonably be expected to be posted on any website "blog") concerning the Program or role of the Parties in the Program, the Party receiving such inquiry shall promptly notify the other Party and, to the extent practicable, consult with the other Party prior to providing any response to such inquiry.

26.14 Notices. All notices, requests, financial statements and approvals required by this Agreement shall be in writing and shall be deemed to have been duly given as follows: (i) upon receipt if personally delivered; or (ii) upon deposit in the mail, if sent by certified or registered mail, postage prepaid, return receipt requested, or by overnight carrier, addressed as indicated below, or at such other address of which the notifying Party hereafter receives notice in conformity with this Section 26.14. All communications between the Parties required by this Agreement, including all of CB&T's approvals of Materials may be transmitted by e-mail, unless otherwise required hereunder or as otherwise may be necessary to protect the confidentiality of the information being communicated, and all material communications to (i) CB&T shall copy the Green Dot Relationship Manager and (ii) Green Dot shall copy CB&T Relationship Manager.

If to CB&T:

Lisa Lane White
24 12th Street
Columbus, GA 31901
Attn: Lisa Lane White
Telephone: (706) 649-2468;
Fax: (706) 644-0612
Email: lisawhite@synovus.com

With a copy to:

Michael Smith, Esq.
901 Front Avenue, Ste. 202
Columbus, GA 31901
Telephone: (706) 649-2007
Fax: (706) 644-1957
Email: michaelsmith@synovus.com

Any Protest Statement filed under Section 24.1.2 must be delivered to Michael Smith, at the mailing address indicated above, with a copy to:

John ReVeal
Nelson Mullins Riley & Scarborough LLP 101
Constitution Avenue NW
Washington, DC 20001
Telephone: (202) 712-2818

If to Green Dot:

Green Dot Corporation
605 East Huntington Drive, Suite 205
Monrovia, CA 91016
Attn: Steven Streit
Telephone: (626) 775-3410
Fax: (626) 775-3704
Email: sstreit@greendotcorp.com

With a copy to:

John Ricci, Esq.
Green Dot Corporation
605 East Huntington Drive, Suite 205
Monrovia, CA 91016
Telephone: (626) 775-3485
Fax: (626) 739-2002
Email: jricci@greendotcorp.com

26.15 Schedules. The Schedules to this Agreement, as designated herein and annexed hereto, shall each be deemed to form an integral part of this Agreement and to be incorporated herein as if herein set out in full.

26.16 Counterparts. This Agreement may be executed and then delivered via facsimile transmission, via the sending of PDF or other copies thereof via e-mail and in one or more counterparts, each of which shall be an original but all of which taken together shall constitute one and the same Agreement.

26.17 Synovus. Notwithstanding anything to the contrary in this Agreement, Synovus is a Party to this Agreement only for purposes of ARTICLE 11, ARTICLE 17, Section 18.9, ARTICLE 19, Section 23.7.11, and ARTICLE 24, and only to the extent that Synovus is specifically named in such ARTICLES and Sections.

26.18 Specific Performance. The Parties acknowledge and agree that the remedy at law for any breach by either Party of its covenants and obligations in this Agreement is inadequate and that the non-breaching Party, in addition to any other relief available to it, will be entitled to specific performance by the breaching Party to the extent permitted by Applicable Law.

26.19 Non-Solicitation of Retailers. CB&T agrees that it will not, and that any resulting entity in the event of a Change of Control of CB&T will not, issue prepaid cards (other than as part of the Program) that are sold in any of the stores identified in column C, "Store Name," of Schedule 8.1.2 hereof during the twenty four (24) month period following the Effective Date.

IN WITNESS WHEREOF, this Agreement is executed by the Parties as of the date and year first above written.

COLUMBUS BANK AND TRUST COMPANY

By: /s/ Lisa L. White

Name: Lisa L. White

Title: Senior Vice President

GREEN DOT CORPORATION

By: /s/ Steven W. Streit

Name: Steven W. Streit

Title: CEO

SYNOVUS FINANCIAL CORP.

By: /s/ Lisa L. White

Name: Lisa L. White

Title: Senior Vice President

Schedule 2.3
Supporting Agreements

1. Settlement Agency Agreement, dated as of January 1, 2005, as amended, by and between CB&T and Green Dot.
2. Fifth Amended and Restated Loan and Line of Credit Agreement, dated as of March 24, 2009 by and between CB&T and Green Dot.
3. Fifth Amended and Restated Line of Credit Note, dated March 24, 2009, in the principal amount of \$15 million issued by Green Dot.
4. Assignment of Accounts, dated March 24, 2009, executed by Green Dot.
5. Fifth Amended and Restated Security Agreement, dated as of March 24, 2009, by Green Dot in favor of CB&T.
6. Fourth Amended and Restated Assignment Agreement, dated as of March 24, 2009, by Green Dot in favor of CB&T.
7. ACH Customer Agreement, dated as of April __, 2008, between Green Dot and CB&T.
8. Business OnLine Access Agreement, dated as November 15, 2002, by and between Next Estate Communications, Inc. and CB&T.

**Schedule 3.1
Program Products**



Prepaid Visa Card

A reloadable Visa prepaid debit card for everyday use.



Prepaid MasterCard Card

A reloadable MasterCard prepaid debit card for everyday use.



Prepaid Student Card

A reloadable MasterCard prepaid debit card to help students safely manage their money.



Prepaid NASCAR Card

A reloadable prepaid Visa debit card for the ultimate NASCAR fan.



Online Shopping Card

Shop online safely and securely with a reloadable Visa prepaid debit card. Make online purchases, play games, download music and more!



Express Bill Pay Card

Pay bills fast, online or by phone with a reloadable Visa prepaid debit card. Pay for cable, satellite, cell phone, utilities and more.



Visa Prepagada

Una tarjeta prepagada Visa que es recargable para uso diario.

Kmart Reloadable Prepaid Card Products



Prepaid Visa Card

A reloadable Visa prepaid debit card for everyday use.



Prepaid MasterCard Card

A reloadable MasterCard prepaid debit card for everyday use.

Schedule 3.8.2(a)
Program Accounts

CB&T utilizes [*] for the Prepaid Card Program, each of which is described below. This section [*] the [*] of these accounts [*].

1. [*]. This account is owned by [*], held at [*], and titled: [*].

The [*] is established for the purpose of holding funds received by [*] of [*]. This account is an [*] account, and holds the funds received in connection with such [*] the funds are [*] on a [*]. Some of these funds are associated with [*]. While the funds are in the [*], the [*], but (i) the purchaser will normally [*] and (ii) the [*] and/or [*] will have and maintain the [*] in good faith and in the ordinary course of business after the [*]. This account also holds funds that are to be [*] in the [*]. Accordingly, each such purchaser and entity, as well as [*], shall have a [*] that shall hold the funds to which he, she or it shall [*]. To the extent a purchaser does not [*] within the [*], the funds maintained in the account may be subject to [*].

2. [*]. This account is owned by [*], held at [*], and titled: [*].

The [*] is established for the purpose of holding funds on behalf of [*] and for funds associated with certain [*]. This account is an [*] account for all such funds, with [*] for the [*] each such purchaser or entity, until such time as the funds are [*]. This account also holds funds that are to be [*]. Accordingly, each such purchaser or entity, as well as [*], shall have a [*] that shall hold the funds to which he, she or it is [*]. The [*] of such [*], as well as the interest of [*], in the account are maintained by the [*] in good faith and in the regular course of business on behalf of such [*]. To the extent a purchaser does not [*] within the [*], the funds maintained in the account may be subject to [*].

3. [*]. This account is owned by [*], held at [*], and titled: [*].

The [*] is established for the purpose of holding funds on behalf of [*] where the [*] has [*] or there is otherwise an [*]. This account is an [*] account for all such funds, with [*] for the benefit of each such [*], where the funds are placed in order to effect the [*]. This account may also hold funds representing [*]. Accordingly, each purchaser, as well as [*], shall have a [*] that shall hold the funds to which he, she or it is [*]. The [*] of such [*] are maintained by the [*] in good faith and in the regular course of business on behalf of such [*].

4. [*]. This account is owned by [*], held at [*], and titled: [*]. Only [*], and the [*], can [*] or [*] out of this account.

[*] maintains a separate [*] for the [*] and another [*] for the [*]. The accounts are [*] the [*], but have [*].

(a) Purpose of the Account. This account holds funds for [*] conducted by [*] and posted each day so that [*] the account for [*] transactions and pay the [*].

(b) Deposits into the Account. Each [*] notify [*] of the [*] made with their respective [*]. Using this information, each [*].

(c) Transfers from the Account. Each [*] the appropriate [*] that [*].

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Schedule 4.1(e)
Green Dot Reports to CB&T

1. Monthly [*]
2. Quarterly [*] Data
3. Weekly [*] Reporting
4. Monthly [*] Reporting
5. Monthly [*] and Supporting Documentation
6. Monthly [*] and Supporting Documentation
7. [*]
8. [*] (as needed)
9. [*] Reporting (as needed)
10. Monthly [*] and [*] Logs
11. Monthly [*] Report
12. [*] annual [*] report
13. [*] annual [*] report
14. Any ad hoc report as requested by CB&T related to the Program
15. Access to all [*] reporting related to the Program

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**Schedule 6.2
Oversight Plan**

**Columbus Bank & Trust Company and Green Dot Corporation:
Oversight Policy and Procedures Program**

This Oversight Policy and Procedures Program (the "Oversight Plan") is the program required by Program Agreement by and between Columbus Bank & Trust Company ("CB&T") and Green Dot Corporation ("Green Dot") (the "Agreement"). Capitalized terms not otherwise defined herein have the meaning given in the Agreement; except as otherwise stated, references in this Oversight Plan to Schedules are those Schedules referred to in the Agreement. To the extent the Agreement addresses any matter with more specificity or detail than it is addressed in this Oversight Plan, or the Agreement otherwise is inconsistent with this Oversight Plan, then the Agreement shall control except as expressly stated to the contrary in this Oversight Plan.

**Article I
CB&T Control**

1.1 General. CB&T and Green Dot hereby each acknowledge and agree that (a) CB&T has established the Program; (b) except as otherwise expressly provided in the Agreement, CB&T shall have full control and continued oversight over the Program, including without limitation all policies, activities and decisions with respect to the Program; (c) the products and services offered under the Program pursuant to the Agreement are products of CB&T; and (d) Green Dot shall serve as CB&T's administrator and servicer for the Program, to which CB&T has delegated specific responsibilities relating to the marketing and servicing of the Program, including the marketing and sale of the Prepaid Cards.

1.2 CB&T Determinations. As between CB&T and Green Dot with respect to each of their respective rights and obligations under the Agreement, CB&T has the sole and exclusive right to determine (i) which System Rules and modifications thereto apply to the Program; (ii) which federal, State and local laws, court opinions, attorney general opinions, rules and regulations, and regulatory guidance, regulatory determinations of (or agreements with) or written directions of any arbitrator or Regulatory Authority, and modifications thereto, apply to the Program or the Parties hereto and thus are Applicable Laws; (iii) how such System Rules and Applicable Laws apply to the Program; and (d) how and to what extent pending, settled or decided lawsuits or enforcement actions affecting CB&T or any other company, and legal and regulatory developments and trends, should be addressed in the Program; provided, however, that in making such determinations, CB&T shall consult with Green Dot, shall exercise reasonable and professional judgment, and shall consult with legal counsel as appropriate.

1.3 CB&T Amendments. CB&T further reserves the right to amend this Oversight Plan or the Program Operating Guidelines or other policies and procedures relating to the Program in consultation with Green Dot, as deemed necessary by CB&T in light of determinations made by CB&T under Section 1.2. In the event CB&T concludes that a modification to the Program is required due to a change in Applicable Law or System Rules, CB&T's interpretation of Applicable Law or System Rules, or such other determinations made

by CB&T under Section 1.2, CB&T shall provide Green Dot written notice with as much notice as is practicable prior to the adoption of such proposed modification. Green Dot may raise objections to the proposed modification and in such event, the Parties agree to cooperate and expedite resolution with respect to the Applicable Law or System Rules. If compliance with the modification to the Applicable Law or System Rules would result in a material change to the Program, CB&T agrees to provide Green Dot a commercially reasonable period of time to implement such material change, taking into account with respect to such period of time any legally-binding effective date of such modification and the legal, compliance and reputation risks to the Program and the Parties. Green Dot shall take all actions deemed necessary by CB&T, in CB&T's commercially reasonable discretion, taking into account any legally-binding effective date with respect to such change in Applicable Law or System Rules and the legal, compliance and reputation risks to the Program and the Parties, to implement the modification in the manner and time period specified by CB&T. CB&T may seek specific performance under this Section 1.3.

1.4 **CB&T Program Control.** Green Dot recognizes and acknowledges that CB&T shall retain decisional authority and control over the Program in all material respects, and that Green Dot shall not implement any changes to any aspect of the Program except as expressly stated herein. CB&T's control of the Program shall include, without limitation, its rights to exercise its best judgment in making risk assessments and in determining whether any risks associated with the Program exceed what is appropriate in CB&T's good faith judgment.

1.5 **CB&T Control Standard: Consultation.** In any action to be undertaken by CB&T with respect to the Program (including without limit with respect to any change to the Program that CB&T believes may be required due to a change in Applicable Law, the System Rules, or in response to any Criticism), CB&T shall provide Green Dot with its reasoned basis for the action to be taken and implemented. In the event Green Dot, in good faith, disputes a proposed action to be taken by CB&T, any Party can refer the matter to the Dispute resolution procedures set forth in Section 25.2 of the Agreement.

1.6 **CB&T Final Determination.** At the conclusion of the consultation procedures set forth above, CB&T shall have the final determination as to any changes that may be required or advisable with respect to the Program, subject to the Dispute resolutions procedures of Section 25.2 of the Agreement. Notwithstanding the foregoing consultation process, in the event that CB&T determines in its commercially reasonable judgment that a particular action or change to the Program must be implemented within a specific time period to address a change in Applicable Law, System Rule, or in response to a Criticism, CB&T shall have the right to implement, and cause Green Dot to implement, any required change to the Program in any time period that CB&T believes is necessary or appropriate.

1.7 **Green Dot Termination Right.** In the event CB&T determines to implement a change to the Program following the procedures set forth above and Green Dot determines in good faith and in its commercially reasonable judgment that (a) such change in the Program is not required under Applicable Law or the System Rules, which determination is supported by a legal opinion provided to Green Dot by a reputable law firm, with a copy of such opinion provided to CB&T, and (b) such a change would cause a Green Dot Material Adverse Effect, Green Dot may, upon one hundred and eighty (180) days written notice to CB&T, terminate the

Agreement; provided, however, that Green Dot shall not have the right to terminate the Agreement pursuant to this Section 1.7 if it does not issue a termination notice within sixty (60) days following CB&T's decision to implement the change. Any termination by Green Dot pursuant to and permitted by this Section 1.7 shall be without any payment of liquidated damages or early termination payments of any kind by one Party to the other; provided that Green Dot shall pay CB&T the conversion expenses associated with such termination. For purposes of this Section 1.7 only, "**Green Dot Material Adverse Effect**" means that Green Dot's income from the Program for the [*] would be more than [*] percent ([*]%) lower than its income for the [*] ([*]-[*]) period.

1.8 Program Operating Guidelines. The Parties acknowledge and agree that, as of the Effective Date, the terms and provisions of Schedule 6.5.1 (the "Program Operating Guidelines") shall apply with respect to the manner in which Prepaid Cards shall be made available to consumers and the manner in which the Program shall operate. The Parties may amend the Program Operating Guidelines as provided in Section 3.2.1 of the Agreement. The Parties agree to abide by the Program Operating Guidelines as in effect at any given time in performing their obligations under the Agreement.

Article II Consumer Protection and Compliance

2.1 Development and Delivery of Customer Agreements. Green Dot shall cooperate with CB&T to develop, and shall, in connection with the issuance of a Prepaid Card, provide the Customer with the Customer Agreement and any additional Materials related to the Program, in each case as such Customer Agreement and other Materials are approved by CB&T pursuant to the terms of the Agreement. All charges and fees applicable to the products and services offered pursuant to the Prepaid Card Program (or any other Program under the Agreement) shall be fully and completely disclosed in the Customer Agreement; provided, however, that the terms and conditions applicable to any ancillary products or services may be disclosed in a separate agreement related to such product or service or in a supplement to the Customer Agreement.

2.2 Review and Approval of Changes to the Process.

2.2.1 Standard Process. In the event Green Dot desires to change the New Relationship Process in any material way, Green Dot shall first present the proposed changes to CB&T for review as set forth herein and may not implement the change unless and until CB&T has approved such proposed change. CB&T shall review the proposed changes and provide any comments or modifications as promptly as reasonably possible.

2.2.2 Emergency Process. Notwithstanding Section 2.2.1, in the event that (i) Green Dot identifies circumstances requiring immediate changes to the New Relationship Process either to (1) protect CB&T or Green Dot against money laundering, losses due to fraud, computer hacking or viruses, or (2) ensure compliance with the Bank Secrecy Act or the laws, regulations, rules and sanctions administered by the Office of Foreign Assets Control, and (ii) in such event Green Dot in good faith determines that changes to the New Relationship Process must be implemented immediately to avoid the foregoing losses or to ensure material compliance with the Bank Secrecy Act or the laws, regulations, rules and sanctions administered by the

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Office of Foreign Assets Control, then Green Dot may implement such changes (the "Emergency Changes") without first notifying CB&T, provided that Green Dot promptly reports such Emergency Changes to CB&T and implements such modifications to the Emergency Changes as CB&T in its reasonable discretion determines to be necessary, appropriate or prudent.

2.3 **Marketing Initiatives.** Green Dot shall obtain the prior approval of CB&T with respect to any marketing initiatives under the Program that it desires to implement as set forth herein. In the event Green Dot desires to implement a new marketing initiative, Green Dot shall present the proposed initiative to CB&T for review and may not implement the marketing initiative unless and until CB&T has approved such initiative. CB&T shall review the proposed marketing initiative and provide any comments or modifications as promptly as reasonably possible.

2.4 **Customer Service.**

2.4.1 **Servicing of Accounts by Green Dot.** Green Dot shall service, administer and arrange for such trained personnel as are necessary or appropriate for servicing the Accounts in accordance with the Service Level Standards set forth in Schedule 6.13.1. With respect to any servicing activity not specifically identified in Schedule 6.13.1, Green Dot shall provide such services at a commercially reasonable standard of care consistent with industry best practices as approved by CB&T under the Agreement. Any material changes to the anticipated Service Level Standards set forth in Schedule 6.13.1 shall be approved by CB&T in its commercially reasonable discretion. CB&T and Green Dot shall establish the criteria and procedures for directing Customer calls and correspondence to CB&T.

2.4.2 **Customer Service Standards.** CB&T shall develop Customer service standards for servicing that are designed to promote Customer satisfaction and to promote the preservation and growth of the Customer base. CB&T may, but shall not be required to, monitor or at any time audit or otherwise review compliance with standards to confirm that required levels be maintained. CB&T may request additional Customer service standards. If CB&T receives any guidance, complaints or comments from any Regulatory Authority or System or is required to do so by Applicable Law, CB&T and Green Dot shall work together to alter or amend such Customer service standards to reasonably address such concerns.

2.4.3 **Customer Surveys.** At CB&T's request, no more frequently than two (2) times each year, Green Dot shall conduct Customer surveys to assess Customer satisfaction. Such surveys shall be developed jointly by CB&T and Green Dot, and Green Dot shall share the results of all such surveys with CB&T.

Article III

Retailers, Resellers, Merchants, and Third Party Service Providers

3.1 **General.** The approval, establishment, amendment and termination of relationships with Retailers, Resellers, Merchants and Third Party Service Providers, and the terms of the agreements with such parties, shall be as set forth in the Agreement, including, without limitation, Article 8 thereof.

3.2 Compliance by Retailers, Resellers and Third Party Service Providers. Green Dot shall be responsible for the conduct and monitoring of Retailers, Resellers and Third Party Service Providers with respect to all aspects of their performance under the Program, including without limitation their respective compliance with the Agreement, Applicable Law, System Rules, their respective Retailer, Reseller and Third Party Service Provider agreements, and the Program Operating Guidelines and the Oversight Plan. Green Dot shall be liable to and indemnify CB&T and hold CB&T harmless for Green Dot's, Retailers', Resellers' or Third Party Service Providers' actions, failures to act or failure to comply with Applicable Law, System Rules, the Agreement or the applicable Retailer, Reseller or Third Service Provider Agreement, and the Program Operating Guidelines and this Oversight Plan to the extent such actions, failures to act, or failure to comply relate to the Program.

Article IV

Reviews of Administrative and Consumer Materials; Retention of Program Materials

4.1 General Approval. Except as otherwise expressly provided herein or in the Agreement, the Parties shall mutually develop all Materials; provided, however, that CB&T shall have final approval over all Materials and New Materials. All Materials shall comply with the Agreement, the System Rules and Applicable Law. Green Dot shall not use any Materials or New Materials unless CB&T has expressly approved such Materials or New Materials. Green Dot shall promptly submit to CB&T copies of all New Materials it contemplates using in connection with the Program, and CB&T shall promptly approve or reject such New Materials in its reasonable discretion. In the event that CB&T has not responded to Green Dot's proposal to approve specific New Materials within fifteen (15) Business Days of CB&T's receipt from Green Dot of the form of such New Materials, Green Dot may refer the matter to the Dispute resolution procedures set forth in Section 25.2 of the Agreement; provided, however, if New Materials are materially or substantively changed by Green Dot after Green Dot's initial submission of such New Materials to CB&T for approval, the foregoing fifteen (15) Business Day time period for review begins anew upon Green Dot's submission of such modified New Materials to CB&T.

4.2 Amendment to Materials. In the event there is a change in Applicable Law or System Rules, Green Dot and CB&T shall, in advance of the effective date of any such change (when such change has an effective date), coordinate a review of all Materials that could be affected by such change, and Green Dot shall implement all required changes to the Materials as determined by CB&T, in consultation with Green Dot, pursuant to the provisions of Section 3.2.1 of the Agreement. CB&T may require Green Dot to amend previously approved Materials as necessary to comply with Applicable Law, System Rules, or prudent industry practice. [*] shall bear all reasonable costs related to any changes to the Materials required hereunder. In the event of a modification to the Customer Agreement that requires a change to the Prepaid Cards, informational disclosures, Prepaid Card carrier, or other Materials, CB&T and Green Dot shall agree to an implementation process that enables Green Dot to utilize any existing inventories of such materials to the extent practicable and to the extent such use would comply with Applicable Law and System Rules.

4.3 Delivery of Materials. Green Dot shall provide CB&T with copies of any and all of the Materials, including advertisements, Green Dot's policies and procedures promulgated in

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connection with the Agreement, Materials relating to Customer service by Green Dot under the Program, training materials, call center scripts and form letters, and any other documentation or processing information related to the Program which CB&T may request. Without limiting the foregoing, Green Dot shall provide CB&T with copies of Green Dot's policies and procedures relating to the Program when such policies or procedures are materially modified and, in any event, at least annually.

Article V
Bank Secrecy Act/Anti-Money Laundering Compliance

Green Dot shall comply with the obligations of the Bank Secrecy Act and implement the comprehensive Bank Secrecy Act, anti-money laundering, and OFAC program (the "BSA/AML/OFAC Procedures") approved by CB&T and as set forth in Schedule 6.8, designed specifically to address the products and services offered pursuant to the Program. Green Dot shall maintain the BSA/AML/OFAC Procedures, and such other compliance measures, including a system of internal controls to assure ongoing compliance with the Bank Secrecy Act, independent testing of the BSA/AML/OFAC Procedures, the designation of an individual or individuals responsible for coordinating and monitoring the BSA/AML/OFAC Procedures and training for appropriate personnel. Green Dot and CB&T shall coordinate complete reviews of the BSA/AML/OFAC Procedures and any other Green Dot Bank Secrecy Act, anti-money laundering, and OFAC program as it relates to the Program at least annually, and more frequently when new enforcement trends, regulatory guidance, or changes to Applicable Law suggest that such reviews are advisable in CB&T's reasonable determination.

Article VI
Program Audits

6.1 Green Dot Audit Plans. Green Dot shall establish and maintain an internal audit plan for the Program and its obligations under the Agreement as approved by the audit committee of Green Dot's board of directors. Green Dot shall also establish and maintain an audit plan applicable to Retailers, Resellers and Third party Service Providers to ensure compliance by each of them with Applicable Law, System Rules, and the Retailer Agreements, Reseller Agreements, and Third Party Service Provider agreements, as applicable. Green Dot represents and warrants that its audit plans shall be consistent with best industry practices. Green Dot shall provide a copy of its audit plans to CB&T, and shall respond in good faith to address any concerns raised by CB&T, including with respect to the frequency, content and scope of the audits. Without limiting the foregoing, CB&T may require that Green Dot perform an audit of any specified Retailers, Resellers or Third Party Service Providers, pursuant to an audit plan and scope acceptable to CB&T in its commercially reasonable discretion. Green Dot shall submit a written audit report to CB&T in connection with each audit, and provide CB&T with any additional information requested with respect to any material issues of concern identified in the audit or by CB&T. Green Dot warrants that, as of the date of the submission of each such audit report to CB&T that the report is true, correct, complete, and not misleading. Upon Green Dot's determination that any information contained in any such audit report is incorrect, incomplete or misleading in any way, Green Dot shall immediately notify CB&T of the same.

6.2 CB&T and System Audits. During the Term, and solely to the extent related to Confidential Information obligations of ARTICLE 16 of the Agreement and books and records retention under Section 18.6 of the Agreement, for a period of two (2) years thereafter: (a) CB&T and CB&T auditors may conduct audits of Green Dot as reasonably necessary to confirm compliance with the Agreement, the System Rules and Applicable Law, including a review of Green Dot's facilities and its books or records related to its performance of the Agreement; and (b) any System listed on Schedule 7.1 may conduct audits of Green Dot as necessary or appropriate under System Rules to confirm compliance with the applicable System Rules, including, to the extent necessary, a review of Green Dot's Third Party Service Providers' facilities.

6.3 Regulatory Audits. Green Dot agrees and acknowledges that any Regulatory Authority may audit Green Dot, Retailers, Resellers or Third Party Service Providers with respect to the Program, and Green Dot shall, and shall require each Retailer, Reseller and Third Party Service Provider to, promptly supply such auditing entities with reasonable and appropriate access to their respective facilities and requested information.

6.4 Cooperation. Green Dot shall cooperate with any audit by CB&T, CB&T's auditors, any Regulatory Authority, or any applicable System, and shall require all Retailers, Resellers and Third Party Service Providers to cooperate with any audit by any Regulatory Authority or applicable System. Green Dot shall and shall require each Retailer, Reseller and Third Party Service Provider to provide services pursuant to the Agreement in a manner that permits audit access as contemplated by Section 10.2.4 of the Agreement without violating the confidentiality of any information not related to the Program.

6.5 BSA Audits. No less frequently than annually, Green Dot shall engage an independent auditing firm acceptable to CB&T in its commercially reasonable discretion to conduct a complete audit of Green Dot's compliance with the applicable Bank Secrecy Act, AML and OFAC requirements as well as BSA/AML/OFAC Procedures, which shall include, without limitation, a review of Green Dot's policies and procedures in place with respect to identifying the number of sales of Prepaid Cards at any one Retailer or Reseller location in one day, limiting the number of Prepaid Cards activated by any one individual with the same social security number, and limiting the Load Amount of each Prepaid Card.

Article VII Security Breach and Disaster Recovery

7.1 Compliance with Agreement. Green Dot shall comply with the security breach and disaster recovery requirements set forth in Article 14 of the Agreement.

7.2 Security Testing. [*] shall cause, at its expense, testing of [*]'s security systems and safeguards as set forth herein. Such testing should include, but not be limited to, penetration testing, PCI testing, and vulnerability scans.

* **Confidential Treatment Requested.**

Schedule 6.5.1
Program Operating Guidelines

Background

These Green Dot Program Operating Guidelines (the “Operating Guidelines” or “Guidelines”) support the Prepaid Card Program established by Columbus Bank & Trust Company (“CB&T”) and Green Dot Corporation (“Green Dot”) under the Program Agreement by and between CB&T and Green Dot (the “Agreement”). Capitalized terms not otherwise defined herein have the meaning given in the Agreement; except as otherwise stated, references in these Guidelines to Schedules are those Schedules referred to in the Agreement; references to Appendices are to Appendices to these Guidelines.

Separate from the Green Dot Program, CB&T continues to originate and services its own prepaid card programs. These Operating Guidelines also define the operational policies for oversight and control with respect to this third party prepaid card program, with focus primarily on Issuance and Network Services.

Program Setup and Operation

Program Approval

All new programs to be conducted under the Agreement, and modifications to existing programs and new functionality to any existing program (collectively, “New Programs”), must be approved by CB&T prior to implementation. Green Dot must submit all relevant information to CB&T using the Program Approval Form (Appendix A). This form must provide all necessary details that pertain to the New Program.

Upon receipt of the Program Approval Form, CB&T will coordinate a meeting with all prepaid stakeholders for review and CB&T approval. The stakeholders will approve the New Program using the New Products and Third Party Partners Checklist (Appendix B). Approval from stakeholders may be provided via email, as long as it is attached to the New Products and Third Party Checklist for the bank files. CB&T works with the card associations and processor, as needed, to change existing programs or to launch new programs. CB&T will notify Green Dot of all approvals or required changes via email.

Approval of Materials

All Program Materials, including advertising, must be reviewed and approved by CB&T. Green Dot must provide CB&T electronic copies of all branded Materials via email, and CB&T compliance and other staff will review the Materials. The CB&T prepaid team also provides feedback on all Materials received for review.

If the Materials are branded MasterCard or Visa, they must also be submitted to the respective association for review and approval. Each association has its preferred process

for approval of materials. The specific daily procedures are documented in the Green Dot Procedure Manual.

Retailer and Reseller Approval

All new Retailers and Resellers who distribute Prepaid Cards in their store locations must be approved by CB&T prior to participation in the Program launch. Retailers participating in the Program prior to the Effective Date of the Agreement need not be re-approved by CB&T; provided, however, that CB&T may withdraw approval for any Retailer as provided in the Agreement.

Approval of Retailers is provided through review of the Prepaid Card Sales/Reload Network Merchant Application (the "Merchant Approval Form," Appendix C). Green Dot must submit the Merchant Approval Form to CB&T for review and approval, which review and approval is conducted by [*]. If the stakeholders have any concerns with the proposed Retailer, it may be referred to the Card and Payment Oversight Committee for review.

[*] Retailer and certain of its principals. Green Dot will obtain the additional information by designating that additional information is required from the Retailer on the Merchant Approval Form.

CB&T will take into consideration [*] when requesting additional due diligence.

Third Party Service Provider Application Approval Policy

All new Third Party Service Providers ("TPSPs") must be approved by CB&T prior to Green Dot entering into a servicing relationship with the TPSP. TPSPs providing services under the Program prior to the Effective Date of the Agreement need not be re-approved by CB&T; provided, however, that any new TPSP must be approved by CB&T and CB&T may withdraw approval of any TPSP as provided in the Agreement.

Approval of TPSPs is provided through review of the Prepaid Card Sales/Reload Network Third Party Service Provider Application (the "TPSP Approval Form," Appendix D). Green Dot must submit the TPSP Approval Form to CB&T for review and approval, which review and approval is conducted by [*] any concerns with the proposed TPSP, [*].

[*] TPSP and certain of its principals. Green Dot will obtain the additional information by designating that additional information is required from the TPSP on the TPSP Approval Form.

CB&T will take into consideration [*] when requesting additional due diligence.

* **Confidential Treatment Requested.**

New Relationship Process Approvals

The process for establishing new Accounts for new customers (the New Relationship Process) is outlined on Appendix E. Green Dot will follow the New Relationship Process flow defined for new relationship processing and loading/reloading accounts. CB&T must approve any modifications to the New Relationship Process as provided in the Agreement and the Oversight Plan.

Activating Accounts

Green Dot will verify new customer identities following the CIP process outlined on Appendix E. Green Dot will open and activate new Accounts following the procedures outlined on Appendix F.

Reload Network

As settlement agent for the Green Dot Reload Network (GDRN), CB&T requires that all new partners for the GDRN obtain approval from CB&T. CB&T has developed a process for due diligence of all reload network partners. Partners are classified according to the type of business that will be transacted through the network [*].

[*] provides support for all of the [*]. [*] provides [*]. All reports and wire transfers [*].

Green Dot Reload Network Partner approval procedures [*].

* **Confidential Treatment Requested.**

**Appendix A
Program Approval Form
Program Information**

- o New prepaid card program
- o Modification to existing prepaid card program
- o Additional service offering for existing prepaid card program (example, Bill Payment)

GENERAL

Program Name			
Type of Program		if "other" describe _____	
Please Briefly Describe Your Card Program focusing on who the card will be marketed to and how			
How Program is to be Marketed		Describe: _____	
		<input type="checkbox"/> Radio Advertising <input type="checkbox"/> Television Advertising <input type="checkbox"/> Internet Advertising <input type="checkbox"/> Print Advertising <input type="checkbox"/> Cardholder Applications	<input type="checkbox"/> Sales Presentations <input type="checkbox"/> Sales J-Hooks <input type="checkbox"/> Sales Brochures <input type="checkbox"/> Other:
Networks Used (check all that apply)		<input type="checkbox"/> MasterCard <input type="checkbox"/> Visa	<input type="checkbox"/> Cirrus <input type="checkbox"/> Interlink <input type="checkbox"/> Maestro <input type="checkbox"/> Plus
Card Attributes		<input type="checkbox"/> Non Reloadable <input type="checkbox"/> Reloadable	<input type="checkbox"/> Personalized (name embossed; card mailed) <input type="checkbox"/> Non-Personalized, instant issue (name collected but not embossed)
Co Brand other than Green Dot		<input type="checkbox"/> No <input type="checkbox"/> Yes If Yes, complete Contact Information below	
Co Brand Company Name			
Co Brand Contact Name			
Co Brand Contact Email Address			
Co Brand Mailing Address			
City			
State		Zip	
Phone Number		Fax Number	
Desired Program Start Date*			
* Depending on production timelines, actual date for program start may be earlier or later. Card and materials production and delivery typically takes 6-8 weeks from association approval.			
Program Estimates		Total Estimated Cards Issued	Total Estimated Open Accounts on File (average per month)
1st 12 months of program			
2nd 12 months of program			
3rd 12 months of program			
Card Funding (check all that apply)		<input type="checkbox"/> By Corporation (Corporate Transfer, Corporate Funds) <input type="checkbox"/> ACH to (Direct Deposit, cardholder requested/approved) <input type="checkbox"/> Credit Card Load <input type="checkbox"/> Money Transmitter Load (Consumer Funds) Name of Money Transmitter: _____ <input type="checkbox"/> Load at retail location	
Cardholder Relationship to Green Dot/Co-Brand Partner		<input type="checkbox"/> Consumer <input type="checkbox"/> Distributor (of sponsor's/sponsor client's product(s))	<input type="checkbox"/> Employee (of sponsor or sponsor's client)
		<input type="checkbox"/> Other (describe) _____	

ACCOUNT CARD ISSUANCE

Item	Details
Applicable BIN(s)	<input type="checkbox"/> New BIN Required <input type="checkbox"/> Existing BIN: _____
Account Expiration	<input type="checkbox"/> Rolling from Issuance Term: <input type="checkbox"/> Fixed End Date (MM/YY): _____
Card Issuance	<input type="checkbox"/> Active, no blocks <input type="checkbox"/> Inactive, blocks must be removed
If Card is Issued w/CRV, how will it CRV be removed? (check all that apply)	<input type="checkbox"/> IVR <input type="checkbox"/> Live Operator Call <input type="checkbox"/> Activate upon 1 st transaction or via Other Business Rule: _____ <input type="checkbox"/> Bank or Third Party Website <input type="checkbox"/> TSYS Prepaid Cardholder Website
Card Delivery	<input type="checkbox"/> 1 st Class Mail to Cardholder <input type="checkbox"/> Bulk to Corporation or Other Third Party <input type="checkbox"/> Inventoried for Instant Issue <input type="checkbox"/> Other – Describe: _____
Secondary Card Can Be Issued <input type="checkbox"/> Yes <input type="checkbox"/> No (if Yes, complete all at right)	How many secondary cards possible per account? _____ How is the secondary cardholder(s) related to the primary cardholder? <input type="checkbox"/> Immediate Family or Relative (only) <input type="checkbox"/> Company Employee <input type="checkbox"/> Other _____ How is Secondary Cardholder Information Collected? <input type="checkbox"/> In Person By Third Party Sponsor <input type="checkbox"/> In Person By Bank Sponsor <input type="checkbox"/> Cardholder Enters Information via Internet <input type="checkbox"/> Corporation or Other Third Party Supplies Cardholder Information <input type="checkbox"/> Other – Describe: _____ Secondary Cardholder Information Collected <input type="checkbox"/> Name <input type="checkbox"/> Address <input type="checkbox"/> Email Address <input type="checkbox"/> Phone Number <input type="checkbox"/> Social Security Number <input type="checkbox"/> Date of Birth <input type="checkbox"/> Other – Describe: _____ Secondary Cardholder Information Verification <input type="checkbox"/> By Sponsor <input type="checkbox"/> By TSYS Prepaid <input type="checkbox"/> Corporate Funded Not Required <input type="checkbox"/> Other Not Required (Explain Why: _____) Describe any business rules unique to secondary card _____

MATERIALS PRODUCTION

Please attach materials designs if available — all materials must be approved by bank.

Cardholder Agreement Review:	Complete <input type="radio"/> Yes <input type="radio"/> No
------------------------------	--

Cardholder Loading/Balance Limitations	<input type="radio"/> Initial Load: Minimum Maximum
	<input type="radio"/> Daily Load: Minimum \$ Maximum \$
	<input type="radio"/> Monthly Load: Minimum \$ Maximum \$
	<input type="radio"/> Maximum Number of Loads Per Day
	<input type="radio"/> Maximum Card Balance:

CARDHOLDER FEE CHANGES

Item	Cardholder Fees	Details
<input type="radio"/> Signature based transaction	\$	
<input type="radio"/> PIN/POS based transaction	\$	
<input type="radio"/> ATM withdrawal — U.S.	\$	
<input type="radio"/> ATM withdrawal — International	\$	
<input type="radio"/> ATM balance inquiry	\$	
<input type="radio"/> Overdraft fee	\$	
<input type="radio"/> Replacement card fee	\$	
<input type="radio"/> Monthly Account maintenance fee	\$	Waived for ___ months from issuance date
<input type="radio"/> Monthly Inactivity fee	\$	Charged after ___ days of inactivity
<input type="radio"/> Card to Card transfer	\$	
<input type="radio"/> E-Gift	\$	
<input type="radio"/> IVR Call fee	\$	
<input type="radio"/> Live Operator Call fee	\$	
<input type="radio"/> Custom Fee	\$	
<input type="radio"/> Custom Fee	\$	

Special Notes:

TRANSACTION PROCESSING

SELECTIVE AUTHORIZATION: YES NO

Merchant Category Code or Merchant ID	Action	Business Rule (if applicable)
Example: Gambling	<input type="radio"/> Approve <input checked="" type="checkbox"/> Decline	
	<input type="radio"/> Approve <input type="radio"/> Decline	
	<input type="radio"/> Approve <input type="radio"/> Decline	
	<input type="radio"/> Approve <input type="radio"/> Decline	
	<input type="radio"/> Approve <input type="radio"/> Decline	

Estimated Transaction Type (assign % to each)	ATM Withdrawal PIN POS Signature POS	
ATM Withdrawal Daily Limit	<input type="radio"/> Number of Transaction	<input type="radio"/> Dollar Volume
POS Daily Limit	<input type="radio"/> Number of Transaction	<input type="radio"/> Dollar Volume
Anticipated Net Daily Settlement Volume (in \$)	Launch	1 Yr from Launch

Service Codes
<input type="radio"/> 521 Service Code — Domestic Use Only — Instant Issue
<input type="radio"/> 521 Service Code —

Additional Comments

**Appendix B
New Products and Third Party Partner Checklist**

NEW PRODUCTS & THIRD PARTY PARTNERS CHECKLIST			
<input type="radio"/> New Product	<input type="radio"/> New 3rd Party	<input type="radio"/> Modification	Name:
<input type="radio"/> Retail	<input type="radio"/> Commercial		Brief Description:

ACH Review:			
<input type="radio"/> Approve	<input type="radio"/> Decline	<input type="radio"/> Conditions:	
Signature:			Date:
Audit Review:			
<input type="radio"/> Approve	<input type="radio"/> Decline	<input type="radio"/> Conditions:	
Signature:			Date:
Bank Card Review:			
<input type="radio"/> Approve	<input type="radio"/> Decline	<input type="radio"/> Conditions	
Signature:			Date:
Compliance/BSA/AML Review:			
<input type="radio"/> Approve	<input type="radio"/> Decline	<input type="radio"/> Conditions	
Signature:			Date:
Compliance Regulatory Review:			
<input type="radio"/> Approve	<input type="radio"/> Decline	<input type="radio"/> Conditions	
Signature:			Date:
Corporate Banking Review:			
<input type="radio"/> Approve	<input type="radio"/> Decline	<input type="radio"/> Conditions	
Signature:			Date:

Credit Review:					
<input type="radio"/>	Approve	<input type="radio"/>	Decline	<input type="radio"/>	Conditions
Signature:				Date:	
Finance Review:					
<input type="radio"/>	Approve	<input type="radio"/>	Decline	<input type="radio"/>	Conditions
Signature:				Date:	
Info Security Review:					
<input type="radio"/>	Approve	<input type="radio"/>	Decline	<input type="radio"/>	Conditions
Signature:				Date:	
Insurance Review:					
<input type="radio"/>	Approve	<input type="radio"/>	Decline	<input type="radio"/>	Conditions
Signature:				Date:	
Legal Review:					
<input type="radio"/>	Approve	<input type="radio"/>	Decline	<input type="radio"/>	Conditions
Signature:				Date:	
Marketing Review:					
<input type="radio"/>	Approve	<input type="radio"/>	Decline	<input type="radio"/>	Conditions
Signature:				Date:	
Operations Review:					
<input type="radio"/>	Approve	<input type="radio"/>	Decline	<input type="radio"/>	Conditions
Signature:				Date:	
Risk Management Review:					
<input type="radio"/>	Approve	<input type="radio"/>	Decline	<input type="radio"/>	Conditions
Signature:				Date:	
Technology Review:					
<input type="radio"/>	Approve	<input type="radio"/>	Decline	<input type="radio"/>	Conditions
Signature:				Date:	

Executive Review	
Retail:	Date:
Commercial:	Date:

**Appendix C
Merchant Application**

Tell Us About Your Business					
Type of Business: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Medical or Legal Corporation <input type="checkbox"/> Association/Estate/Trust <input type="checkbox"/> Tax Exempt <input type="checkbox"/> Government <input type="checkbox"/> Limited Liability Company			Industry Type: <input type="checkbox"/> Retail <input type="checkbox"/> Restaurant <input type="checkbox"/> Fast Food <input type="checkbox"/> Hotel/Motel <input type="checkbox"/> Internet <input type="checkbox"/> Mail Order / Telephone Order <input type="checkbox"/> Gym <input type="checkbox"/> Catalog		
Type of Goods or Services Sold					
Business Name					
Business Legal Name		Contact Name			
Federal Tax ID (SS# for Sole proprietors)		<input type="checkbox"/> FEIN <input type="checkbox"/> SS#	Contact Phone #		
Business Phone #		Mailing Address Name			
Business Street Address		Mailing Address			
Business Street Address		Mailing Address			
City	State	Zip	City		State
City	State	Zip	City	State	Zip
Number of Locations		o			

Section 2: Complete this section if checked ()						
Name of Primary Owner/Officer/Partner (First, Middle, and Last Name Required)		SSN	Percentage Owned	Phone #		DOB
Title						
Residence Address		City	State	Zip		
Drivers License #		Expiration Date	Date Issued	State Issued	Copy of License Attached <input type="checkbox"/> Yes <input type="checkbox"/> No	
Name of Secondary Owner/Officer/Partner (First, Middle, and Last Name Required)		SSN	Percentage Owned	Phone #		DOB
Title						
Residence Address		City	State	Zip		
Drivers License #		Expiration Date	Date Issued	State Issued	Copy of License Attached <input type="checkbox"/> Yes <input type="checkbox"/> No	

Total Annual Gross Sales	Total Annual Ticket Sales	Date Business Began:	Copy of Business License and Last 2 years of financials attached:		
		Years at Location:	Yes ()		
		Number of Employees:	No ()		

Authorized Signatures

Merchant acknowledges that (i) Federal law requires financial institutions to obtain sufficient information to verify Merchant's identity, (ii) Merchant may be asked several questions and to provide one or more forms of identification to fulfill this requirement, (iii) and in some instances Bank may use outside sources to confirm the information.

CREDIT CHECK OF OWNERS / OFFICERS / PARTNERS

The undersigned owner(s)/officer(s)/partner(s) of Merchant hereby authorize Bank to obtain their business and personal credit reports, including reports from consumer reporting agencies, and to request information from credit references, including but not limited to any banking institution concerning such individual's financial or credit status and permit any such reference to release such information to Bank. If such individual(s) asks Bank whether or not a consumer report was requested, Bank will tell such person, and if Bank received a report, Bank will give such person the name and address of the agency that furnished it. The undersigned owner(s)/officer(s)/partner(s) waive any claim against and fully release such credit references and Bank from any and all liability related to disclosure of such information.

MERCHANT APPLICATION:

If accepted to participate, or to continue participation, in Green Dot prepaid card program sale and network, the above named Merchant hereby agree with the Bank to comply with the foregoing and with all of the terms and conditions specified herein and to be set forth within a separate merchant agreement. The undersigned owner(s)/officer(s)/partner(s) represent and warrant to Bank that they have the power and authority to sign this Application on behalf of Merchant, that their signatures below are duly authorized and that, upon approval of this application by Bank, the Merchant Agreement shall be the valid and binding obligation of Merchant, enforceable against Merchant in accordance with its term.

By signing the Merchant Application, Merchant acknowledges that Green Dot and its Bank may decline to accept Merchant's application to participate in its the program.

Printed Name of Owner(s)/Officer(s)/Partner(s)	Signature	Date
Printed Name of Owner(s)/Officer(s)/Partner(s)	Signature	Date

If the box in the heading for Section 2 above is checked, in addition to the information provided in the application above, please provide the information outlined below.

The issuance of this application does not imply that an offer is being made to conduct business with the recipient. We reserve the right to accept any complete response, or portion thereof, or to accept none of the responses. We make no commitment and are not obligated to any respondent.

Company information

1. Please describe Company history to include:
 - a. When Founded.
 - b. Number of locations and what regions.
 - c. Number of customers.
 - d. Number of employees.

- e. Website address.
 - f. Previous business with Green Dot or its issuing banks
 - g. Major shareholders/stakeholder.
2. Please describe the nature of all of your major business lines, major markets served, products offered, operating units, subsidiaries and affiliated companies.
3. Provide audited financial statements for the previous two fiscal years and a non-audited statement for the most recent quarter-end with a comparison statement for the prior year. Financial statements should include the following:
- a. Income/Operating Statements
 - b. Balance Sheets
 - c. Cash Flow Statements and/or statements of change in financial position
 - d. Appropriate footnotes to above statements and all related schedules, including debt terms and schedules, and contingent liabilities.
 - e. Statement of Capital Investments made over the last 2 years.
 - f. If your company receives venture capital funding, please provide information as to how many rounds of funding have taken place, the companies and amount of the funding.
4. Provide any company literature, brochures, articles, pictures, etc. that would be appropriate for our assessment of Company.
5. Provide information regarding any and all lawsuits, liens, restraining order, consent decrees, foreclosures or other legal/financial actions either pending, in progress or which have been brought against Company or any of its officer/principals in the past 3 years.
6. Identify any jurisdictional, government (federal, state, local), and other regulations or regulatory bodies (e.g. FTC, OSHA, SEC, etc.) that constrain your business operations.

**Appendix D
Third Party Service Provider Application**

Tell Us About Your Business					
Type of Business: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Medical or Legal Corporation <input type="checkbox"/> Association/Estate/Trust <input type="checkbox"/> Tax Exempt <input type="checkbox"/> Government <input type="checkbox"/> Limited Liability Company			Type of Provider: <input type="checkbox"/> Customer Service <input type="checkbox"/> Fulfillment/Packaging <input type="checkbox"/> Printing <input type="checkbox"/> Technology/Processing <input type="checkbox"/> Collections <input type="checkbox"/> Retailer to sell prepaid products <input type="checkbox"/> Reseller to sell prepaid products <input type="checkbox"/> Other Describe: _____		
Business Name		Business Legal Name		Contact Name	
Federal Tax ID (SS# for Sole Proprietors)		<input type="checkbox"/> FEIN <input type="checkbox"/> SS#		Contact Phone #	
Business Phone #		Mailing Address Name			
Business Street Address		Mailing Address			
Business Street Address		Mailing Address			
City	State	Zip	City	State	Zip

Section 2: Complete this section if checked ()					
Name of Primary Owner/Officer/Partner (First, Middle, and Last Name Required)		SSN	Percentage Owned	Phone #	DOB
Title		City	State	Zip	
Residence Address		City	State	Zip	
Drivers License #	Expiration Date	Date Issued	State Issued	Copy of License Attached <input type="checkbox"/> Yes <input type="checkbox"/> No	
Name of Secondary Owner / Officer / Partner (First, Middle, and Last Name Required)		SSN	Percentage Owned	Phone #	DOB
Title		City	State	Zip	
Residence Address		City	State	Zip	
Drivers License #	Expiration Date	Date Issued	State Issued	Copy of License Attached <input type="checkbox"/> Yes <input type="checkbox"/> No	

Date Business Began:	Years at Location	Number of Employees		
Copy of Business License and Last 2 years of financial attached			Yes() No()	Other: ___

Certification

PCI
SAS 70
Other Explain:

Authorized Signatures

SERVICER APPLICATION:

If accepted for servicing, the above named Servicer hereby agrees with the Bank to comply with the terms and conditions set forth within a separate servicer agreement with Green Dot Corporation. The undersigned owner(s) officer(s) partner(s) represent and warrant to Bank that they have the power and authority to sign this Application on behalf of Servicer, that their signatures below are duly authorized and that, upon approval of this application by Bank, the Servicer Agreement with Green Dot shall be the valid and binding obligation of Servicer, enforceable against Servicer in accordance with its term.

By signing the Servicer Application, Servicer acknowledges that Green Dot and its Bank may decline to accept Servicer's application to providing service to the program.

Printed Name of Owner(s) Officer(s) Partner(s)	Signature	Date
Printed Name of Owner(s) Officer(s) Partner(s)	Signature	Date

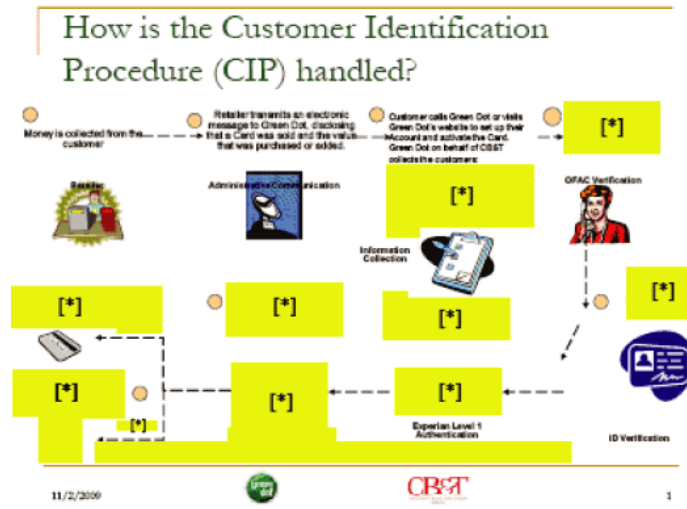
If the box in the heading for Section 2 above is checked, in addition to the information provided in the application above, please provide the information outlined below.

The issuance of this application does not imply that an offer is being made to conduct business with the recipient. We reserve the right to accept any complete response, or portion thereof, or to accept none of the responses. We make no commitment and are not obligated to any respondent.

Company information

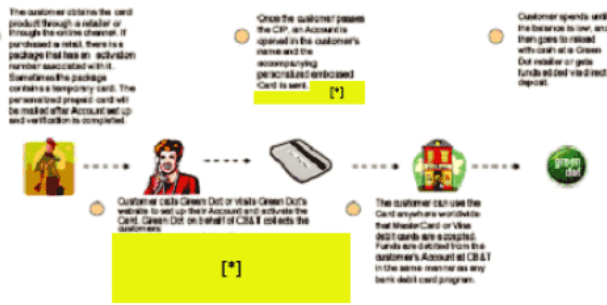
1. Please describe Company history to include:
 - a. When Founded.
 - b. Number of locations and what regions.
 - c. Number of customers.
 - d. Number of employees.

- e. Website address.
 - f. Previous business with Green Dot or its issuing banks
 - g. Major shareholders/stakeholder.
2. Please describe the nature of all of your major business lines, major markets served, products offered, operating units, subsidiaries and affiliated companies.
3. Provide audited financial statements for the previous two fiscal years and a non- audited statement for the most recent quarter-end with a comparison statement for the prior year. Financial statements should include the following:
- a. Income/Operating Statements
 - b. Balance Sheets
 - c. Cash Flow Statements and/or statements of change in financial position
 - d. Appropriate footnotes to above statements and all related schedules, including debt terms and schedules, and contingent liabilities.
 - e. Statement of Capital Investments made over the last 2 years.
 - f. If your company receives venture capital funding, please provide information as to how many rounds of funding have taken place, the companies and amount of the funding.
4. Provide any company literature, brochures, articles, pictures, etc. that would be appropriate for our assessment of Company.
5. Provide information regarding any and all lawsuits, liens, restraining order, consent decrees, foreclosures or other legal/financial actions either pending, in progress or which have been brought against Company or any of its officer/principals in the past 3 years.
6. Identify any jurisdictional, government (federal, state, local), and other regulations or regulatory bodies (e.g. FTC, OSHA, SEC, etc.) that constrain your business operations.

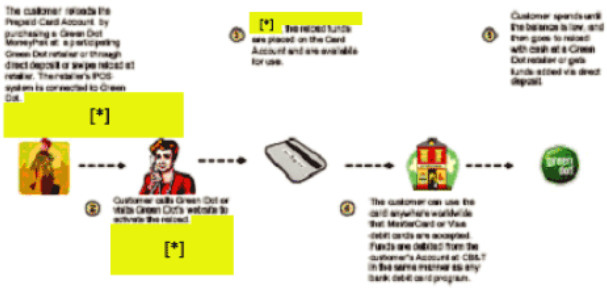


* Confidential Treatment Requested.

How does the customer acquire a prepaid card?



How does the customer reload a prepaid card?



* Confidential Treatment Requested.

How do the funds flow from the customer to the merchant?



* Confidential Treatment Requested.

**Schedule 6.7
Escheat Services**

Please see attached.

SCHEDULE 6.8
BSA/AML/OFAC PROCEDURES

I. Background

These Green Dot Program BSA/AML/OFAC Procedures (the “BSA/AML/OFAC Procedures” or “Procedures”) support the Prepaid Card Program established by Columbus Bank & Trust Company (“CB&T”) and Green Dot Corporation (“Green Dot”) under the Program Agreement by and between CB&T and Green Dot (the “Agreement”). Capitalized terms not otherwise defined herein have the meaning given in the Agreement; except as otherwise stated, references in these Procedures to Schedules are those Schedules referred to in the Agreement; references to Appendices are to Appendices to the Program Operating Guidelines.

Separate from the Green Dot Program, CB&T continues to originate and service its own prepaid card programs. These Procedures also define the BSA/AML/OFAC operational procedures for oversight and control with respect to this third party prepaid card program, with focus primarily on Issuance and Network Services.

II. Intent and Purpose of the Parties

It is the intent and purpose of CB&T and Green Dot to cooperate fully in maintaining compliance with applicable Bank Secrecy Act (BSA) / Anti-Money Laundering (AML) and Office of Foreign Assets Control (OFAC) laws and regulations as defined in Article 1.2 of the Agreement. Both Green Dot and CB&T will develop, implement and maintain a comprehensive BSA/AML/OFAC Compliance Program to meet their respective regulatory requirements.

III. Program Approval

BSA/AML/OFAC Compliance

Corporate BSA/AML Compliance (at the parent, Synovus Financial Corporation, “the BSA/AML/OFAC Compliance Stakeholder”) will act as stakeholder for CB&T in review and approval of BSA/AML/OFAC related compliance requirements for: all new programs to be conducted under the Agreement; will review and provide approval/disapproval for all modifications to existing programs and new functionality to any existing program (collectively, “New Programs”) related to BSA/AML/OFAC compliance; will provide review approval/disapproval prior to implementation, using Program Approval Form (Appendix A). [*] will provide a [*] for all requests. [*] will provide all [*] and [*] that pertain to [*] for the [*] with [*], ensuring that [*] are developed to [*] associated [*]. [*] may be provided [*], as long as it is attached to the [*] for the Bank’s files.

* **Confidential Treatment Requested.**

Approval of Materials

[*] will provide all [*] and [*] that pertain to program [*] if those materials represent an [*] to the way [*] are managed for the program. The BSA/AML/OFAC Compliance Stakeholder will provide [*], including [*] as provided by Green Dot to CB&T.

Retailer and Reseller Approval

Green Dot must submit the Prepaid Card Sales/Reload Network Merchant Application (the "Merchant Approval Form," Appendix C) and additional supporting documentation used by Green Dot in their approval of the merchant to CB&T prior to their participation in the Program launch. The BSA/AML/OFAC Compliance Stakeholder will provide [*] and [*] of [*] through internal processes and procedures and review of the [*]. Retailers participating in the Program prior to the Effective Date of the Agreement need not be re-approved; provided, however, that CB&T may withdraw approval for any Retailer as provided in the Agreement for heightened BSA/AML/OFAC compliance risk.

The BSA/AML/OFAC Compliance Stakeholder is a [*] the [*] that [*] and [*] and the [*] who provides final reviews and approvals.

Third Party Service Provider Application Approval

Green Dot must submit the TPSP Approval Form to CB&T for review and approval prior to Green Dot entering into a servicing relationship with the TPSP. Approval / disapprovals of TPSPs are provided through review of the Prepaid Card Sales/Reload Network Third Party Service Provider Application (the "TPSP Approval Form," Appendix D). The BSA/AML/OFAC Compliance Stakeholder will provide [*] and [*] of [*]. TPSPs providing services under the Program prior to the Effective Date of the Agreement need not be re-approved; provided, however, that any new services to be provided by any TPSP must be approved by CB&T and CB&T may withdraw approval of any TPSP as provided in the Agreement for heightened BSA/AML/OFAC compliance risk.

The BSA/AML/OFAC Compliance Stakeholder will provide [*] and [*] working through the [*] and the [*] who provides final reviews and approvals.

IV. Customer Identification Program (CIP)

New Relationship Process Approvals

The process for establishing new Accounts for new customers (the New Relationship Process) is outlined on Appendix F. Green Dot will follow the New Relationship Process flow defined for new relationship processing and loading/reloading accounts. CB&T must [*] any [*] to the [*] as provided in the [*].

* **Confidential Treatment Requested.**

Activating Accounts

Green Dot will verify new customer identities following the CIP process outlined on Appendix E. Green Dot will open and activate new Accounts following the procedures outlined on Appendix F.

V. OFAC Procedures

As part of the process for establishing new Accounts for new customers, [*] will [*] to the [*] for all [*] and periodically, at the [*] (a) [*] or (b) whenever there are [*].

VI. Reload Network Partners BSA/AML Risk Evaluation Process

As settlement agent for the Green Dot Reload Network (GDRN), CB&T requires that all new partners for the GDRN obtain approval from CB&T. CB&T has developed a process for due diligence of all reload network partners. Partners are classified according to the type of business that will be transacted through the network and are [*] or [*] based on [*] of the partner. The CB&T prepaid team follows the [*] to ensure that [*] is provided for an [*] of the [*]. The prepaid team forwards [*] to the [*]. The [*] provide [*] or [*] of the [*]. In some instances, the partner may be [*] if deemed necessary by the [*]. Green Dot Reload Network Partner approval procedures have been [*] and are [*] the [*] and [*].

Green Dot will provide a copy of the Network Membership Agreement and a completed: Green Dot Financial Network Qualification Questionnaire; Green Dot Partner Intake Checklist; and where applicable; a Bank Secrecy Act /Anti-Money Laundering Compliance Certification for each proposed network partner.

VII. [*] Process

[*] the CB&T BSA/AML Manager forwards the [*] to Green Dot. Green Dot will check the [*] and [*] to [*] within the required time frames [*]. [*] provided by Green Dot are forwarded by CB&T to [*] for centralized reporting to [*].

VIII. Subpoena Processing

[*] Based on [*] – The CB&T BSA/AML Manager receives subpoenas relating to the [*] found by [*]. The CB&T BSA/AML Manager [*] and [*]. Green Dot will prepare the [*] in order to [*] and [*] the subpoena. Green Dot will provide CB&T with a [*] of the [*].

[*] Based on [*] – The CB&T BSA/AML Manager receives subpoenas relating to [*] on [*] in the [*]. The CB&T BSA/AML Manager [*] to Green Dot. Green Dot will prepare the [*] in order to [*] and [*] the subpoena. Green Dot will provide CB&T with a [*] of the [*].

IX. Account Transaction Monitoring (AML)

Green Dot will provide transaction monitoring systems that will create reports to be used to conduct reviews for suspicious activities to include, but is not limited to:

* **Confidential Treatment Requested.**

Green Dot (AML) Reports Description

[*] Reporting Queues- ([*]).

- Report #1 [*]
- Report #2 [*]
- Report #3 [*]
- Report #4 [*]
- Report #5 [*]
- Report #6 [*]
- Report #7 [*]
- Report #8 [*]

[*] Reporting Queues ([*]).

- Report #9 [*]
- Report #10 [*]

[*] Reporting Queues ([*]).

- Report# 11 [*]
- Report# 12 [*]

[*] Reporting Queues ([*]).

- Report #13 [*]
- Report #14 [*]
- Report # 15 [*]

X. Suspicious Activity Review and Suspicious Activity Report (SAR) Filing

Both Green Dot and CB&T have [*] under [*]. Green Dot as a [*] and CB&T as a [*]. Each will [*] the respective [*] in [*] and when meeting the [*]. Green Dot as a [*] will [*] when [*] reach the \$[*] for [*]. CB&T will [*] when [*] reach the \$[*].

* **Confidential Treatment Requested.**

Green Dot will [*], CB&T [*] will [*] to determine if the [*] meet the [*] for [*]. Green Dot will supply additional information to support the [*].

Green Dot will ensure that [*].

Both Green Dot and CB&T will [*].

* **Confidential Treatment Requested.**

**Schedule 6.13.1
Service Level Standards**

- [*]% of incoming Customer calls answered within [*]
- [*]% abandonment rate for all incoming Customer calls
- [*]% full minute availability for authorization system availability
- [*]% of authorizations responded to within [*]
- Customer complaints investigated and responded to within [*], whether or not such complaint [*]. In the event the complaint relates to a possible unauthorized debit from the Customer's Account, provide provisional credit within [*] of receiving the complaint if the investigation is not completed within that period.

[*]

* **Confidential Treatment Requested.**

Schedule 7.1
Applicable Systems

1. Visa U.S.A.
2. Visa Latin America
3. Plus
4. Interlink
5. MasterCard International
6. Cirrus
7. Maestro
8. NACHA

Schedule 8.1.2
Existing Retailers, Resellers and Third Party Service Providers

Please see attached list of Retailer and Resellers.

The following are Third Party Service Providers used by Green Dot as of the Effective Date:

1. Genpact International, Inc.
2. 24/7 Customer, Inc.
3. Sitel Operating Corporation
4. Total System Services, Inc.

Schedule 8.4
Standard Retailer and Reseller Agreements

Please see attached.

Schedule 8.5

Third Party Service Provider Agreement Minimum Provisions

All agreements with Third Party Service Providers entered into after the Effective Date shall address the following issues or contain the following provisions.

1. Scope of Services. Detailed description of the services to be provided by the Third Party Service Provider. Include rights to require modifications to services when changes in Applicable Law make such changes necessary or prudent. In addition, include rights to request modifications to address changes in the Prepaid Card Program, if applicable and necessary, with guidelines for adding new or different services and for contract renegotiations (good faith efforts) in such cases.
2. Service Levels. Include service level standards addressing availability of systems, quality of service, security and confidentiality, and business continuity, and remedies for failure to meet the minimum standards. Identified service levels should reflect the services to be provided. For example, as applicable to the services to be provided, the service level standards should address call quality and first call resolutions standards, processor availability and response time, processing error percentages and similar matters relevant to the services being provided. Remedies should include termination of the agreement in the event of material or repeated failures to meet service level standards.
3. Fees and Costs. Clearly address the fees to be paid to the Third Party Service Provider and allocation of any costs and expenses.
4. Audits and Examinations. Include authorization for Green Dot to perform on site inspections and audits of the Third Party Service Provider to ensure, among other things, adherence to the terms of the agreement and appropriate security safeguards. The Third Party Service Provider agreement must also include customary provisions authorizing regulatory authorities to review the Third Party Service Provider as and when requested by any regulatory authority. The agreement must also require the Third Party Service Provider to obtain customary audits consistent with the IT Examination Handbook of the FFIEC, including SAS 70 reports, and to provide Green Dot with copies of reports of such audits.
5. Ownership of Data and Confidentiality. The agreement should clearly provide for ownership of all Customer-related data by Green Dot (and/or CB&T). The agreement must prohibit the Third Party Service Provider from using or disclosing such confidential data except as necessary to or consistent with providing the contracted services. If the Third Party Service Provider would obtain or have access to nonpublic personal information concerning Customers, the agreement must address the Third Party Service Provider's obligations with respect to such information in a manner that is consistent with Title V of the Gramm-Leach-Bliley Act.
6. Security. The agreement must require the Third Party Service Provider to maintain appropriate systems to protect against unauthorized use or disclosure of confidential information, and to fully disclose to Green Dot any breaches in security resulting in unauthorized intrusions into the Third Party Service Provider that may materially affect Green Dot, CB&T or

Customers. Provide for coordination of responses between Green Dot and the Third Party Service Provider in response to security events.

7. Record Maintenance. Provide for appropriate document retention requirements, taking into account any statutes of limitation or specific record retention requirements in Applicable Law.

8. Reporting. Address the frequency and types of reports that the Third Party Service Provider will provide to Green Dot, as applicable. Reports should be timely, accurate and comprehensive enough to allow Green Dot to adequately assess performance, compliance with the agreement, service levels. The nature of the reports would be tailored to the services to be provided.

9. Customer Complaints. If the Third Party Service Provider is providing services that may lead to customers communicating complaints or concerns to the Third Party Service Provider, the agreement must require the Third Party Service Provider to forward those complaints or concerns that the Third Party Service Provider does not itself resolve to Green Dot.

10. Subcontracting. In the event the agreement contemplates subcontracting of any services by the Third Party Service Provider, ensure that the agreement provides for Green Dot's preapproval of such subcontractors. Under the FFIEC's Outsourcing Booklet, a banking institution "should be aware of and approve all subcontractors." Ensure that the agreement holds the Third Party Service Provider responsible for any subcontracted services.

11. Business Resumption and Continuity. The agreement must address the Third Party Service Provider's responsibility for backup and record protection, including equipment, program and data files, and maintenance of disaster recovery and contingency plans. The agreement further must outline the Third Party Service Provider's responsibility to test its disaster recovery plans on a regular basis and provide the results of such tests to Green Dot.

12. Compliance with Law. The agreement must require the Third Party Service Provider and its services to comply with applicable regulation and regulatory requirements.

13. Financial Condition. The agreement must require the Third Party Service Provider to provide financial information at least annually.

14. Indemnification. Include appropriate indemnification of Green Dot for breaches of the agreement, breaches of security, and the grossly negligent or willful and wrongful acts or omissions of the Third Party Service Provider. If there are any limitations on indemnification, they must bear an appropriate relationship to the amount of direct damages Green Dot might reasonably experience in Green Dot's commercially reasonable judgment as a result of the Third Party Service Provider's failure to perform.

15. Insurance. The agreement must require the Third Party Service Provider to maintain insurance coverages appropriate for the services it will provide, taking into account the insurance coverages required of Green Dot under the Program Agreement.

16. Assignment. The Third Party Service Provider must be prohibited from assigning its rights and obligations under the agreement without the prior written consent of Green Dot.

17. Transition and Conversion. The agreement must address transition and conversion of the services in the event of termination of the agreement, including, among other things, migration of data from the Third Party Service Provider at the end of the agreement, timely return of data in machine-readable format, and costs of transition and conversion.

18. Other. The agreement must contain such other provisions as are expressly required by the Program Agreement. Without limiting the foregoing, each agreement must include a provision that addresses the issues in the following model contract provision:

TPSP has and at all times shall maintain an information security program that includes appropriate administrative, electronic, technical, physical and other security measures and safeguards reasonably designed, at a minimum, to: (a) ensure the security and confidentiality of all Confidential Information (as defined below); (b) protect against any unauthorized access to or use of such Confidential Information; (c) protect against any anticipated threats or hazards to the security or integrity of such Confidential Information; (d) limit access to the Confidential Information to only those employees, agents, or representatives of TPSP who have a reasonable need for such information; (e) instruct all persons who have access to Confidential Information of the necessity to maintain the confidentiality of the Confidential Information; and (f) ensure the proper, secure and lawful disposal of Confidential Information within its possession or control. Without limiting the foregoing, TPSP shall comply with the information security requirements and data breach policy imposed by Green Dot from time to time. TPSP shall regularly test and monitor all of the foregoing and shall report the results thereof to Green Dot upon its request from time to time, and TPSP acknowledges and agrees that the review of any such results shall be for Green Dot's benefit only and shall not create any additional obligation or responsibility of Green Dot hereunder. Without limiting the foregoing, Green Dot shall be entitled to take, and shall incur no liability or responsibility to TPSP as a result of, any and all measures that it deems necessary to protect its own data, networks, systems, and processes.

Without limiting the generality of the foregoing, at all times during the Term, TPSP agrees to implement and follow generally acceptable security standards (as applied to the financial services industry) in its provision of Services and protection of Green Dot's Confidential Information as such standards evolve over the Term. Specifically, TPSP will reasonably monitor, evaluate and adjust its information security systems and procedures in response to relevant changes in technology, changes in the sensitivity of Green Dot's Confidential Information as reasonably determined by Green Dot, and internal and external threats to information security. TPSP will provide, at Green Dot's request, copies of TPSP's internal security and control policies and procedures for Green Dot's review and if any such policies and procedures are found by Green Dot to be inadequate, Green Dot shall notify TPSP and TPSP will take steps to immediately correct any deficiencies so identified, though the foregoing shall not relieve TPSP of its responsibility for the security of Confidential Information under this Agreement.

Schedule 9.1
Line of Credit Agreement

1. Fifth Amended and Restated Loan and Line of Credit Agreement, dated as of March 24, 2009 by and between CB&T and Green Dot.
2. Fifth Amended and Restated Line of Credit Note, dated March 24, 2009, in the principal amount of \$15 million issued by Green Dot
3. Assignment of Accounts, dated March 24, 2009, executed by Green Dot.
4. Fifth Amended and Restated Security Agreement, dated as of March 24, 2009, by Green Dot in favor of CB&T.
5. Fourth Amended and Restated Assignment Agreement, dated as of March 24, 2009, by Green Dot in favor of CB&T.

Green Dot CDs

	Bank held with	Account Number	Principal Amount
[*]		[*]	[*]
[*]		[*]	[*]
[*]		[*]	[*]
[*]		[*]	[*]
[*]		[*]	[*]
[*]		[*]	[*]
[*]		[*]	[*]
[*]		[*]	[*]
[*]		[*]	[*]

* Confidential Treatment Requested.

NEC CDs

	Bank held with	Account Number	Principal Amount
[*]		[*]	[*]
[*]		[*]	[*]
[*]		[*]	[*]
[*]		[*]	[*]
[*]		[*]	[*]
[*]		[*]	[*]
[*]		[*]	[*]

* Confidential Treatment Requested.

Schedule 9.2(a)
Form of Control Agreement

(This is the form of the NEC control agreement. The Green Dot control agreement is the same, other than identifying Green Dot as the "Company" and being signed by Green Dot. Each of the banks identified in Schedule 9.1 as holding a Green Dot CD or NEC CD, other than CB&T, would execute a control agreement.)

Blocked Account Control Agreement ("Lending Control")

AGREEMENT dated as of _____, 2009, by and among **Next Estate Communications, Inc.** ("Company"), **Columbus Bank and Trust Company** ("CB&T") and _____ ("Depository").

The parties hereto refer to Account No.____ in the name of Company maintained at Depository (the "Account") and hereby agree as follows:

1. Company and CB&T notify Depository that by separate agreement, a Commercial Security Agreement dated as of March 24, 2009, Company has granted CB&T a security interest in the Account and all funds on deposit from time to time therein. Depository acknowledges being so notified.

2. Depository shall honor only withdrawal, payment, transfer or other fund disposition or other instructions which the Company is entitled to give under the Account Documentation (as hereinafter defined) (collectively, "instructions") received from the CB&T (without Company's consent) concerning the Account. The Company shall have no right to issue instructions or any other right or ability to access or withdraw or transfer funds from the Account.

3. This Agreement supplements, rather than replaces, Depository's deposit account agreement, terms and conditions and other standard documentation in effect from time to time with respect to the Account or services provided in connection with the Account (the "Account Documentation"), which Account Documentation will continue to apply to the Account and such services, and the respective rights, powers, duties, obligations, liabilities and responsibilities of the parties thereto and hereto, to the extent not expressly conflicting with the provisions of this Agreement (however, in the event of any such conflict, the provisions of this Agreement shall control). Prior to issuing any instructions, CB&T shall provide Depository with such documentation as Depository may reasonably request to establish the identity and authority of the individuals issuing instructions on behalf of CB&T. CB&T may request the Depository to provide other services (such as automatic daily transfers) with respect to the Account; however, if such services are not authorized or otherwise covered under the Account Documentation, Depository's decision to provide any such services shall be made in its sole discretion (including without limitation being subject to Company and/or CB&T executing such Account Documentation or other documentation as Depository may require in connection therewith).

4. Depository agrees not to exercise or claim any right of offset, banker's lien or other like right against the Account for so long as this Agreement is in effect except with respect to (i) returned or charged-back items in the Account, reversals or cancellations of payment orders and other electronic fund transfers or other corrections or adjustments to the Account or transactions therein, or (ii) Depository's charges, fees and expenses with respect to the Account or the services provided hereunder. Upon the occurrence of any of the items referred to in clauses (i)-(ii), inclusive, of the preceding sentence (any such item, a "Returned Item"), Depository shall first attempt to obtain reimbursement therefor from the Company.

5. Notwithstanding anything to the contrary in this Agreement: (i) Depository shall have only the duties and responsibilities with respect to the matters set forth herein as is expressly set forth in writing herein and shall not be deemed to be an agent, bailee or fiduciary for any party hereto; (ii) Depository shall be fully protected in acting or refraining from acting in good faith without investigation on any notice, instruction or request purportedly furnished to it by CB&T in accordance with the terms hereof, in which case the parties hereto agree that Depository has no duty to make any further inquiry whatsoever; (iii) it is hereby acknowledged and agreed that Depository has no knowledge of (and is not required to know) the terms and provisions of the separate agreement referred to in paragraph 1 above or any other related documentation or whether any actions by CB&T, Company or any other person or entity are permitted or a breach thereunder or consistent or inconsistent therewith, (iv) Depository shall not be liable to any party hereto or any other person for any action or failure to act under or in connection with this Agreement except to the extent such conduct constitutes its own willful misconduct or gross negligence (and to the maximum extent permitted by law, shall under no circumstances be liable for any incidental, indirect, special, consequential or punitive damages); and (v) Depository shall not be liable for losses or delays caused by force majeure, interruption or malfunction of computer, transmission or communications facilities, labor difficulties, court order or decree, the commencement of bankruptcy or other similar proceedings or other matters beyond Depository's reasonable control.

6. Company hereby agrees to indemnify, defend and save harmless Depository against any loss, liability or expense (including reasonable fees and disbursements of counsel who may be an employee of Depository) (collectively, "Covered Items") incurred in connection with this Agreement or the Account (except to the extent due to Depository's willful misconduct or gross negligence) or any interpleader proceeding relating thereto or incurred at Company's direction or instruction. CB&T hereby agrees to indemnify, defend and save harmless Depository against any Covered Items incurred at CB&T's direction or instruction.

7. Depository may terminate this Agreement (a) in its discretion upon the sending of at least thirty (30) days' advance written notice to the other parties hereto or (b) because of a material breach by Company or CB&T of any of the terms of this Agreement or the Account Documentation, upon the sending of at least seven (7) days advance written notice to the other parties hereto. CB&T may terminate this Agreement in its discretion upon the sending of at least three (3) days advance written notice to the other parties hereto. Any other termination or any amendment or waiver of this Agreement shall be effected solely by an instrument in writing executed by all the parties hereto. The provisions of paragraphs 5 and 6 above shall survive any such termination.

8. Company shall compensate Depository for the opening and administration of the Account and services provided hereunder in accordance with Depository's fee schedules from time to time in effect. Payment will be effected by a direct debit to the Account.

9. This Agreement: (i) may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument; (ii) shall become effective when counterparts hereof have been signed by the parties hereto; and (iii) shall be governed by and construed in accordance with the laws of the state where Depository's home office is located, which state shall be deemed to be the bank's jurisdiction (as defined in Section 9-304 of the Uniform Commercial Code in effect in such state (the "UCC")) with respect to the Account. All parties hereby waive all rights to a trial by jury in any action or proceeding relating to the Account or this Agreement. All notices under this Agreement shall be in writing and sent (including via facsimile transmission) to the parties hereto at their respective addresses or fax numbers set forth below (or to such other address or fax number as any such party shall designate in writing to the other parties from time to time).

10. Depository confirms that (i) the Account is a "deposit account" as defined in Section 9-102(a)(29) of the UCC and (ii) Depository is a "bank" as defined in Section 9-102 of the UCC and is acting in such capacity in respect of the Account.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

**NEXT ESTATE COMMUNICATIONS,
INC., as Company**

**COLUMBUS BANK AND TRUST
COMPANY**

By: _____ Date: _____

By: _____ Date: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address _____

for _____

Notices: _____

Fax No: _____

Fax No: _____

_____, as

Depository

By: _____ Date: _____

Name: _____

Title: _____

Address _____

for _____

Notices: _____

Fax No: _____

Schedule 11.1
Green Dot Marks

Green Dot Corporation

Green Dot®



Columbus Bank and Trust Company®

CB&T®

A large, stylized red logo consisting of the letters 'CB&T' in a serif font. The ampersand is a decorative, calligraphic symbol.A smaller version of the red 'CB&T' logo, with the words 'COLUMBUS BANK AND TRUST' in a smaller, red, sans-serif font centered below it.

**Schedule 12.1
Compensation**

Overview:

This schedule sets forth each Party's compensation relating to all products and services as of the Effective Date bearing the Green Dot brand (the "**Bank Program**"). This schedule also covers the settlement of the entire Green Dot Network (the "**Network Program**")

All future products and services jointly developed between CB&T and Green Dot will be reviewed at the appropriate time and [*], etc.

Pricing Methodology:

The total compensation paid to Green Dot shall consist of (a) [*], and (b) [*] (c) [*]."

[*] include, but are not limited to [*] defined in "[*]."

The [*] as provided herein will [*] and will [*] the [*].

Assumptions:

1. Green Dot will [*] with the Network Program.

Bank Program Management and [*]

Bank Charges Table A:

Total [*] Purchase Volume	Fee	Assessed
\$[*] \$[*]	\$[*]	[*]
\$[*] \$[*]	[*]	[*]
[*] \$[*]	See Below	[*]

The Bank Program shall be priced using [*] and [*] in [*]. The fee for all [*] to \$[*] shall be \$[*], and additionally, [*] \$[*] shall be calculated at [*]. The Bank Charges as calculated under [*] shall be calculated and assessed by [*].

* **Confidential Treatment Requested.**

Pricing.[*]:

[*] \$[*] in total [*] purchase volume for [*] consecutive [*] will allow for [*] to Bank Charges [*]. During the [*] and until such time that [*], all [*].

Examples under 'Bank Charges Table A' are provided for illustrative purposes only:

1. Bank Charges for \$[*] in Total [*] Purchase Volume will be \$[*].
2. Bank Charges for \$[*] in Total [*] Purchase Volume will be the sum of \$[*] and the product of \$[*] in purchase volume calculated at [*] basis points, for a total [*] fee of \$[*].
3. Bank Charges for \$[*] in Total [*] Purchase Volume will be the sum of \$[*] and the product of \$[*] in purchase volume calculated at [*] basis points, for a total [*] fee of \$[*].
4. Bank Charges for \$[*] in Total [*] Purchase Volume will be the sum of \$[*], and the product of \$[*] in purchase volume calculated at [*] basis points, for a total [*] fee of \$[*].

Other Fees:

The fee for the transfer of a CB&T, National Bank of South Carolina (NBSC), or another Synovus affiliate bank BIN to a non-Synovus Financial Institution shall be \$[*] for each occurrence.

* **Confidential Treatment Requested.**

Service Level Recovery Standards for Green Dot Disaster Recovery Plan

Critical Function Recovery Time Objectives – [*]

1. [*]
2. [*]
3. [*]
4. [*]
5. [*]
6. [*]
7. [*]

Processing Recovery Time Objectives – [*]

- [*]
- [*]
- [*]
- [*]
- Card fulfillment — [*]

Non-Critical Functions Recovery Time Objectives – [*]

- [*]
- [*]
- [*]
- [*]

[*]

[*]

* Confidential Treatment Requested.

Schedule 14.5(b)
Green Dot Disaster Recovery Plan Summary

Please see attached.

Schedule 15.1
Relationship Managers

Green Dot Relationship Manager(s)

Deborah S. Davis

CB&T Relationship Manager(s)

Lisa White
Joy Wells

Schedule 15.3
Management Committee

Green Dot Designees

Deborah S. Davis
John Keatley
Will Sowell

CB&T Designees

Lisa White
Joy Wells
Tiffany Reeves

Schedule 15.6
Prepaid Risk and Oversight Committee

Members shall include representation from:

- Synovus AML/BSA
- Synovus Operational Risk
- Synovus Compliance
- CB&T Risk Management/Synovus Regional Credit
- Synovus Legal
- Synovus Payment Services
- CB&T Corporate Banking/Financial Institutions Group
- Synovus Audit (non-voting)
- CB&T Executive Management (ex officio)

Schedule 25.2
Senior Business Unit Managers

Green Dot Corporation

Steve Streit, CEO

Columbus Bank and Trust

Lisa White, SVP

* Confidential Treatment has been requested for the marked portions of this exhibit pursuant to Rule 406 of the Securities Act of 1933, as amended.

AGREEMENT FOR SERVICES

BETWEEN

GREEN DOT CORPORATION
605 E. Huntington Drive, Suite 205
Monrovia, California 91016

and

TOTAL SYSTEM SERVICES, INC.
One TSYS Way
Columbus, Georgia 31901-1804

This Agreement for Services (the "Agreement") shall consist of the following attached documents:

General Terms and Conditions

Attachments:

TSYS Information Security Summary

Subscriber Information Security Requirements

Schedules:

Processing Services Schedule

In WITNESS WHEREOF, the Parties hereto have executed this Agreement this 1st day of September, 2009 (the "Effective Date"):

GREEN DOT CORPORATION

TOTAL SYSTEM SERVICES, INC.

By: /s/ Steve Streit

By: /s/ Allen Pettis

Title: CEO

Title: Group Executive

Green Dot Corporation
General Terms & Conditions
FINAL

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GENERAL TERMS AND CONDITIONS

1.0 Background of Agreement.

1.1 Parties: The Parties to this Agreement, dated this 1st day of September, 2009 (the "Effective Date"), are **GREEN DOT CORPORATION** (formerly Next Estate Communications, Inc.), a Delaware corporation having its principal place of business at 605 E. Huntington Drive, Suite 205, Monrovia, CA 91016 (hereinafter "**Subscriber**"), and **TOTAL SYSTEM SERVICES, INC.**, a Georgia corporation having its principal place of business at One TSYS Way, Columbus, Georgia, 31904 (hereinafter "**TSYS**").

1.2 Prior Agreements: TSYS and Subscriber previously entered into the following agreements and amendments (collectively, the "Prior Agreement") for TSYS to provide processing services and various other services related to stored value and prepaid cards and card programs offered by Subscriber to its cardholders, as described and agreed upon in the schedules and exhibits attached to the Prior Agreement.

- (a) The Stored Value Card Processing Services Agreement, dated as of November 6, 2000, by and between the Parties, as amended and under which TSYS provides certain stored value card processing services.
- (b) The Second Amendment to Stored Value Card Processing Services Agreement, effective February 23, 2001, wherein the pricing for the Inventory Account on File service was added and the pricing for the Batch ACE Entry service was modified.
- (c) The Hosting Services Addendum to Stored Value Card Processing Services Agreement, effective May 21, 2001, wherein Hosting Services and the pricing related thereto were added.
- (d) The Fast Strategies Addendum to Stored Value Card Processing Services Agreement, effective July 8, 2002, wherein the FAST Strategies service and the pricing related thereto was added.
- (e) The Card Services Addendum to Stored Value Card Processing Services Agreement, effective July 18, 2002, wherein the Fast Card, Express Card and Card Pulls services and the pricing related thereto were added to the Card Production Services.
- (f) The TSYS CardGuardSM Addendum to Stored Value Card Processing Services Agreement, effective February 19, 2004, wherein the TSYS CardGuard service and the pricing related thereto was added.
- (g) The TSTutorSM Addendum to Stored Value Card Processing Services Agreement, effective March 4, 2004, wherein the TSTutor service and the pricing related thereto was added.
- (h) The [*] Addendum to Stored Value Card Processing Services Agreement, effective May 1, 2004, wherein the [*] service and the pricing related thereto was added.
- (i) The Client Service Agreement, dated as of August 26, 2005 (the "Prepaid Agreement") wherein TSYS Prepaid, Inc., formerly an affiliate of TSYS which was statutorily merged into TSYS on December 31, 2007, agreed to provide processing and related services to Subscriber utilizing the TSYS Prepaid System.

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(j) The Pricing Amendment to Stored Value Card Processing Services Agreement (the "Pricing Amendment"), effective September 22, 2005, wherein the existing pricing schedule and exclusivity terms were modified contingent upon the [*] of [*] to the TSYS Prepaid Platform (the "Prepaid Conversion"). The Parties agreed to the pricing set forth in Revised Schedule A to the Pricing Amendment ("Revised Schedule A") contingent upon the [*] of the [*]. Notwithstanding the non-occurrence of the Prepaid Conversion, TSYS agreed to the pricing set forth in the Revised Schedule A.

(k) The TSYS Business Process Management Services Addendum to Stored Value Card Processing Services Agreement, effective January 17, 2006, wherein the TSYS Business Process Management services and the pricing related thereto were added.

(l) The TSYS Analytics Addendum to Stored Value Card Processing Services Agreement, effective October 20, 2006, wherein the TSYS Analytics and TSYS Analytics Web services, and the pricing related thereto, were added.

(m) The Pricing Addendum to Processing Agreement, effective September 30, 2007, wherein the pricing for [*] and [*] services was amended.

(n) The [*] and [*] Amendment to [*], effective June 4, 2008, wherein the [*] and [*] services, and the pricing related thereto, were modified.

(o) The [*] letter, dated September 12, 2008, wherein the [*] service and the pricing related thereto was added.

1.3 New Agreement: Commencing on the Effective Date of this Agreement, the Parties agree: (i) the Prior Agreement shall be replaced and superseded in its entirety by this Agreement; and (ii) TSYS' duties and obligations to provide services to Subscriber after the Effective Date shall be as set forth in this Agreement and as more fully described in Section 3.0 hereof. Notwithstanding the foregoing, nothing in this Agreement shall be deemed to release either party from any liability arising under the Prior Agreements as a result of any actions or omissions of such party occurring, or any other issues relating to any period, prior to the Effective Date.

For and in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, TSYS and Subscriber hereby agree to the terms and conditions set forth in this Agreement.

1.4 Order of Preference: In the event of any conflict between these General Terms and Conditions and any Schedule, exhibit or attachment hereto, the applicable Schedule, exhibit or attachment shall control.

2.0 Definitions.

2.1 Defined Terms. Certain capitalized terms used in this Agreement shall have the meanings set forth as follows:

"AAA" has the meaning given in Section 16.2(a) of these General Terms and Conditions.

"Affiliate" means, with respect to any Party, any Entity Controlling, Controlled by or under common Control with such Party.

"Agreement" means these General Terms and Conditions, and all other attachments, exhibits, and Schedules to such Agreement for Services.

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“Association(s)” means Visa, MasterCard, and any other associations with which Subscriber may be linked from time to time.

“Cardholder” means any natural person who is of legal age, domiciled in the United States of America, participates in one or more card programs offered by Subscriber, and has a Cardholder Account with Subscriber.

“Cardholder Account” means a prepaid or stored value card account issued by a Financial Institution to a Cardholder, which account is processed by TSYS pursuant to this Agreement.

“Cardholder Data” means all information provided to TSYS by Subscriber that relates to a Cardholder Account, including, without limitation, a Cardholder’s name, address, social security number and date of birth.

“Change of Control” has the meaning given in Section 18 of these General Terms and Conditions.

“Confidential Information” has the meaning given in Section 12 of these General Terms and Conditions.

“Control” and its derivatives means with regard to any Entity (i) the legal, beneficial or equitable ownership, directly or indirectly, of more than fifty percent (50%) of the capital stock (or other ownership interest, if not a corporation) of such Entity ordinarily having voting rights or (ii) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Entity, by contract or otherwise.

“Conversion” means (i) the transfer from Subscriber, or Subscriber’s designee, to TSYS of data relating to the Subscriber Cardholder Accounts and (ii) the migration to TSYS of applicable processing, card servicing or related operations performed by Subscriber, or Subscriber’s designee, with respect to the Cardholder Accounts.

“Conversion/Startup Plan” has the meaning given in Section 4.1.

“Custom Development” has the meaning given in Section 13.3 of these General Terms and Conditions.

“Custom Enhancement” has the meaning given in Section 3.4 of these General Terms and Conditions.

“Deconversion” means (i) the transfer from TSYS to Subscriber, or Subscriber’s designee, of data relating to the Subscriber Cardholder Accounts and (ii) the migration from TSYS to Subscriber, or Subscriber’s designee, of the processing, card servicing or related operations performed by TSYS as part of the Services and shall include those activities described in the Section 4.2 and 4.3.

“Dedicated Support Group” has the meaning given in Section 8.2(a) of these General Terms and Conditions.

“Developments” has the meaning given in Section 13.2 of these General Terms and Conditions.

“Documentation” has the meaning given to it in the respective Schedules.

“Effective Date” has the meaning given on the first page of this Agreement.

“Entity” means a person, firm, corporation, partnership, limited liability company, sole proprietorship, joint venture or any other legal form of entity.

“Expenses” means those amounts designated as “expenses” in any Schedule to this Agreement, including pass-through expenses, reasonable and documented out-of-pocket expenses (which are subject to Subscriber’s prior approval and includes without limitation travel, lodging, ground transportation, and meals), telephone communications, postage, lockbox, bureaus, agency and vendor fees, courier fees, and other related expenses that are incurred by TSYS in connection with providing the Services.

“Fees” means the sum of the TSYS fees and charges incurred by Subscriber for the Services pursuant to the terms and conditions of this Agreement and as set forth in a duly executed Schedule (but excluding Expenses).

“Financial Institution” has the meaning given in Section 8.1(e) of these General Terms and Conditions.

“Include”, “includes” and “including”, whether or not capitalized mean “include without limitation”, “includes without limitation”, and “including without limitation.”

“Instructions” means all information, data, manuals and instructions, including option maintenance requests, provided by Subscriber to TSYS.

“Intellectual Property” means the rights related to patents, trademarks, copyrights, related pending registrations, inventions, processes, trade secrets or other proprietary rights, within the territory of the United States of America.

“Mandatory Enhancement” has the meaning given in Section 3.4 of these General Terms and Conditions.

“Management Committee” has the meaning given in Section 8.2(c) of these General Terms and Conditions.

“MasterCard” means MasterCard® Incorporated, or its successors or assigns.

“New Additional Service” has the meaning given in Section 3.3 of these General Terms and Conditions.

“Notice of Election” has the meaning given in Section 14.3(a) of these General Terms and Conditions.

“Parties” means Subscriber and TSYS.

“Party” means either Subscriber or TSYS.

“Regulator” means a governmental authority that is charged with monitoring and/or overseeing the business practices of the respective Parties, including, without limitation, the Federal Financial Institutions Examination Council, the Board of Governors of the Federal Reserve System (FRB), the Federal Deposit Insurance Corporation (FDIC), the National Credit Union Administration (NCUA), the Office of the Comptroller of the Currency (OCC), and the Office of Thrift Supervision (OTS), or any successor bodies that regulate financial institutions and financial service providers.

“Schedule” has the meaning given in Section 3.2 of these General Terms and Conditions.

“Service Level Standards” has the meaning given in Section 5.1 of these General Terms and Conditions.

“Services” has the meaning given in Section 3.1 of these General Terms and Conditions.

“Standard of Care” has the meaning given in Section 7.1(a) of these General Terms and Conditions.

“Startup” means the implementation by TSYS of Subscriber’s new products or new card programs or portfolios which do not contain existing Cardholder Accounts.

“Subscriber” has the meaning given on the first page of these General Terms and Conditions.

“Subscriber Legal Requirements” has the meaning given in Section 9.1 of these General Terms and Conditions.

“Subscriber Personnel” means Affiliates, employees, officers, directors, agents, representatives

and subcontractors of Subscriber.

“Subscriber Portfolio” means, collectively, the Cardholder Account portfolios identified in Exhibit 3 to the Schedules, and any other portfolios which the Parties agree from time to time in writing TSYS shall provide Services pursuant to this Agreement.

“Term” means the period of time beginning on the Effective Date and continuing until the termination of all Schedules.

“Trade Secret” means any information, including, but not limited to, technical or non-technical data, formulas, patterns, compilations, computer programs and software, devices, drawings, processes, methods, techniques, data, lists of actual or potential customers and suppliers and other business information which (a) derives economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts by the disclosing Party or its Affiliates that are reasonable under the circumstances to maintain its secrecy.

“TSYS” has the meaning given on the first page of these General Terms and Conditions.

“TSYS Account Director” has the meaning given in Section 8.2(a) of these General Terms and Conditions.

“TSYS Legal Requirements” has the meaning given in Section 9.2 of these General Terms and Conditions.

“TSYS Personnel” means Affiliates, employees, officers, directors, agents, representatives, independent contractors and subcontractors of TSYS as may be used by TSYS to provide the Services to Subscriber.

“TSYS System” means all systems, processes, procedures, equipment and software controlled by TSYS and used by TSYS to provide the Services. The TSYS System shall not include (i) any systems, processes, procedures, equipment, software or services provided by Subscriber or by third parties with whom Subscriber has a direct contractual relationship, and (ii) any communications, networks or devices, including, without limitation, the Internet and any virtual private networks or e-mail systems, that are not within the control of TSYS.

“Visa” means Visa® U.S.A. Inc., or its successors or assigns.

“Wind-down” means the termination or permitted expiration by Subscriber of all or a portion of the existing Cardholder Accounts associated with a Subscriber Portfolio.

“Wind-down Plan” has the meaning given in Section 4.2 of these General Terms and Conditions.

2.2 Miscellaneous Terms. All references to “Section” or “Sections” and “Exhibit” or “Exhibits” are, unless otherwise noted, references to the enumerated section(s) and/or exhibit(s) of this Agreement. Other terms used in this Agreement and defined in the context in which they are used shall have the meaning there indicated.

3.0 TSYS’ Scope of Work.

3.1 Provision of Services. TSYS shall provide to Subscriber the services outlined in each Schedule (the “Services”).

3.2 Schedules. A “Schedule” is a document so designated and attached to this Agreement. Each Schedule will: (i) describe the tasks to be performed by the Parties in connection with the Services outlined on that Schedule and (ii) include the Fees and Expenses to be charged by TSYS for the Services outlined on that Schedule. As of the Effective Date, the Schedules consist of the Processing Services

Schedule. No Party is obligated to enter into any additional Schedule for which it does not find the terms to be satisfactory.

3.3 Additional Services. If Subscriber requests TSYS, and TSYS agrees, to perform services in addition to the Services identified on any of the attached Schedules (“New Additional Services”), such New Additional Services shall be agreed to in writing, attached hereto as a new Schedule or an amendment to the appropriate Schedule and shall be provided pursuant to the terms and conditions of this Agreement.

3.4 Enhancements. TSYS shall provide modifications to the Services so that the Services permit Subscriber to comply with mandatory changes in the Services imposed by changes in Subscriber Legal Requirements (the “Mandatory Enhancements”). TSYS shall provide prior written notice of any proposed Mandatory Enhancements and an estimate of the hours of development required with respect thereto prior to its implementation, in accordance with TSYS’ business processes and methodology. The hours expended by TSYS in developing a Mandatory Enhancement may be charged, on a [*], to [*] of [*] to which such Mandatory Enhancement is applicable. The hours charged to Subscriber shall be billed at the rates set forth in Exhibit 1B to the attached Schedules. Such Mandatory Enhancements shall be provided in accordance with TSYS’ reasonable interpretation of such mandatory changes so as to best suit the needs of TSYS’ customers generally, which interpretation shall take into consideration comments provided by Subscriber and TSYS’ other customers affected by such Mandatory Enhancement. In the event that Subscriber requests other modifications to the Services, including modifications that are different from or in addition to the Mandatory Enhancements (the “Custom Enhancements”), and if TSYS agrees to make such modifications, then Subscriber shall be charged a development fee at the rates specified in Exhibit 1B to the attached Schedules, as applicable, or as otherwise mutually agreed in writing by the Parties. Any new Service resulting from Mandatory Enhancements and/or Custom Enhancements shall be deemed an Optional Service (as defined in the Processing Services Schedule), and Subscriber may accept or reject such Optional Service in accordance with the terms of Section 2.3 of the Processing Services Schedule. If accepted by Subscriber, TSYS may charge Subscriber an ongoing usage Fee for any new Service resulting from Mandatory Enhancements, so long [*]. Any new Service resulting from Custom Enhancements shall be priced as a New Additional Service.

4.0 Conversion/Startup/Wind-down/Deconversion.

4.1 Planning and Implementation of Conversion/Startup. The Parties shall plan, prepare for and implement a Conversion or Startup for each Subscriber Portfolio for which TSYS will provide Services in accordance with a written plan mutually agreed upon by the Parties (the “Conversion/Startup Plan”) which shall include: (i) a description of the Conversion or Startup, Cardholder Accounts and operational responsibilities being converted or implemented; (ii) a schedule for implementing the Conversion or Startup; (iii) a description of the respective roles and responsibilities of Subscriber and TSYS, including any required resources; (iv) a plan for testing the Conversion or Startup prior to implementation; (v) a plan for the transfer of operational responsibilities to TSYS; and (vi) such other information and plans designed to cause the Conversion or Startup to take place on schedule and without material disruption to Subscriber’s business. Each Conversion/Startup Plan may be revised from time to time by mutual agreement of the Parties, which agreement shall not be unreasonably withheld.

4.2 Planning and Implementation of Wind-down. The Parties shall plan, prepare for and implement a Wind-down for all or a portion of each Subscriber Portfolio selected by Subscriber (“Wind-down Plan”) which shall include: (i) a description of the Wind-down, Cardholder Accounts and operational responsibilities Subscriber intends to terminate or permit to expire; (ii) a schedule for implementing the Wind-down; (iii) a description of the respective roles and responsibilities of Subscriber and TSYS, including any required resources; and (iv) such other information and plans designed to cause

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the Wind-down to take place on schedule and without material disruption to Subscriber's business. Each Wind-down Plan may be revised from time to time by mutual agreement of the Parties, which agreement shall not be unreasonably withheld. Notwithstanding any provision herein to the contrary, this Agreement shall continue [*] until the completion of any Wind-down, including, without limitation, the Parties' obligations to continue to perform their respective responsibilities pursuant to Section 5.0 (Service Level Standards), [*] ([*]), and Section 8.0 (Subscriber and TSYS Responsibilities).

4.3 Planning and Implementation of Deconversion.

(a) At Subscriber's expense, including those items at the charges set forth in the Exhibits to the applicable Schedules, TSYS will provide all assistance that Subscriber and any successor provider of services may reasonably require in connection with the Deconversion of any and all Cardholder Accounts then processed by TSYS. TSYS shall make available to Subscriber, or any successor provider of services, the information or data TSYS possesses regarding Subscriber's customers, Cardholders and any and all Subscriber Portfolios then processed by TSYS in file formats mutually agreed to by the Parties together with adequate instructions concerning the format and means of accessing such information. Without limiting the foregoing, TSYS shall provide to a successor provider an explanation of the data layout and fields in the file formats mutually agreed to by the Parties containing Subscriber's Cardholder Account data, test tapes containing appropriate test data for use in preparing for the Deconversion, and, at the date of Deconversion, all of Subscriber's Cardholder Account data together with an explanation of any changes in the data layout and fields therein that have occurred since TSYS first provided such information to the successor provider.

(b) Subscriber shall provide written notice to TSYS designating a date for initiation of the process for planning and undertaking a Deconversion, and Subscriber and TSYS will negotiate in good faith to establish the appropriate date for completion of Deconversion. Such negotiations will take into account (i) the availability of TSYS Personnel, provided that TSYS will use its good faith effort to make available appropriate TSYS Personnel to complete the Deconversion, (ii) TSYS' existing commitments to other TSYS customers to undertake activities requiring the use of significant amounts of TSYS resources, such as Conversions and other Deconversions, and (iii) TSYS' reasonable programming blackout periods that apply to other TSYS customers. The proposed date for completion of Deconversion shall be no fewer than [*] ([*]) [*] following said written notice. Notwithstanding any provision herein to the contrary, this Agreement shall continue [*] until the completion of the Deconversion, including, without limitation, the Parties' obligations to continue to perform their respective responsibilities pursuant to Section 5.0 (Service Level Standards), [*] ([*]), and Section 8.0 (Subscriber and TSYS Responsibilities).

5.0 Service Level Standards.

5.1 General. Service level standards for the provision of certain of the Services ("Service Level Standards") are set forth in Exhibit 2 to the Schedules.

5.2 Failure to Meet Service Level Standards. If TSYS fails to meet a Service Level Standard, TSYS shall promptly (i) investigate and report at no charge to Subscriber on the root cause(s) of such failure; (ii) advise Subscriber of the status of remedial efforts being undertaken with respect to such failure; (iii) notify Subscriber of the steps which TSYS believes should be taken to correct the cause of such failure; (iv) correct the cause of such failure to prevent such failure from reoccurring, and (v) if applicable, pay any monetary remedies set forth in Exhibit 2 to the Schedules. The failure of TSYS to meet or exceed a Service Level Standard shall not constitute a breach of the Agreement, unless such failure also constitutes a breach of the Standard of Care [*].

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Subscriber Information Security Requirements
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5.3 Periodic Reviews. Within twelve (12) months after the Effective Date and at least annually thereafter, Subscriber and TSYS shall review the Service Level Standards in light of any improved performance capabilities associated with advances in the technology, processes and methods which are available to perform the Services. A change to the Service Level Standards is an amendment to this Agreement and will be made upon approval by both Parties.

6.0 Fees, Expenses and Payment Terms.

6.1 Fees and Expenses. Subscriber shall pay all Fees and Expenses for the Services that are set forth in each Schedule. Periodic charges under any Schedule shall be computed on a calendar month basis and shall be prorated for any partial month.

6.2 Taxes. The Fees set forth in this Agreement are exclusive of applicable taxes. Subscriber shall be responsible for and shall promptly pay or reimburse TSYS for the payment of all sales, use, excise, ad valorem, value-added and other similar taxes, assessments or duties imposed by any government agency (including any interest and penalties imposed thereon if TSYS has provided Subscriber reasonable notice, of such applicable taxes prior to any assessment or accruing of interest or penalties) that are based on any Services provided by TSYS to Subscriber pursuant to this Agreement.

6.3 Invoices and Payment. TSYS shall invoice Subscriber for all amounts due under this Agreement on a monthly basis in arrears. TSYS will use commercially reasonable efforts to deliver by electronic mail, or such other means as the Parties may mutually agree, all invoices for Fees monthly within [*] ([*]) [*] of the end of each [*]; provided, however, commencing after [*], TSYS will use best efforts to deliver all invoices for Fees within [*] ([*]) [*] of the end of each [*]. Subject to Section 6.4, payment for invoices shall be due and payable by Subscriber within thirty (30) days from receipt of such invoice. Any amounts that are undisputed and are not paid on or before their due date shall incur interest until paid at the monthly rate of [*] percent ([*]%), prorated for any partial month. Subscriber shall pay the undisputed amount of each invoice by electronic funds transfer in U.S. Dollars.

6.4 Disputed Charges; Requests for Information.

(a) Subscriber shall pay undisputed charges when such payments are due. Subscriber may withhold payment of specific charges within a given invoice that it in good faith disputes or for which it reasonably requires information from TSYS to verify the amounts being charged, provided that Subscriber delivers to TSYS a written statement on or before the date payment is due describing in reasonable detail (i) the specific charge or charges being disputed and the basis of the dispute, (ii) if applicable, the supporting documentation that is reasonably required for verification of the charge or charges, and (iii) the amount being withheld. A charge shall be deemed "undisputed" if Subscriber does not deliver such written statement on or before the date payment is due. With respect to requests for supporting documentation reasonably requested for verification under this Section 6.4, payment of the disputed amounts shall be due and payable by Subscriber within thirty (30) days of Subscriber's receipt of the supporting documentation, unless after receipt of such supporting documentation from TSYS, Subscriber in good faith disputes a charge pursuant to this Section 6.4.

(b) TSYS will not charge interest on any amounts for which TSYS has failed to invoice Subscriber in a timely manner. If a Party wishes to dispute a charge for which payment has or has not been previously made, or if TSYS has failed to invoice Subscriber for any amount, and for which a dispute was not previously initiated pursuant to this Section 6.4, such Party must provide to the other Party written notice of such dispute on or before the [*] ([*]th) [*] following the date upon which payment for such amount was first due or should have been due. Such notice shall describe in reasonable detail the specific charge or charges being disputed and the basis for such dispute. If such notice is not timely

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given, the Parties [*], or in the case of TSYS [*].

6.5 **Supporting Documentation.** TSYS shall maintain supporting documentation for the amounts billable to, and payments made by, Subscriber hereunder in accordance with generally accepted accounting principles. TSYS agrees to provide Subscriber with such supporting documentation with respect to each invoice as may be reasonably requested by Subscriber.

6.6 **Expenses Associated With Legal Process.** All reasonable expenses (including, without limitation, reasonable attorneys fees) that a Party incurs in responding to legal process from third parties related to a claim against or investigation of the other Party (of which the responding Party is not a party to or subject of the applicable legal process) shall be reimbursed to the responding Party by such other Party.

7.0 Warranties.

7.1 TSYS Warranties.

(a) **Warranty of Services.** TSYS warrants that the Services shall be rendered in a commercially reasonable manner in accordance with the generally accepted industry practices and procedures used in performing services like the Services, and in a professional manner (collectively, the "Standard of Care").

(b) **Authorization.** TSYS represents and warrants that it has the requisite corporate power and authority to enter into this Agreement and to make the commitments set forth in this Agreement and that it is not a party to any other agreement which would hinder its ability to perform its obligations hereunder.

(c) **Disclaimer.** EXCEPT AS MAY BE EXPRESSLY PROVIDED IN THIS AGREEMENT, THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, NATURE OR DESCRIPTION, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7.2 **Subscriber Warranty.** Subscriber represents and warrants that it has the requisite corporate power and authority to enter into this Agreement and to make the commitments set forth in this Agreement and that it is not a party to any other agreement which would hinder its ability to perform its obligations hereunder.

8.0 Subscriber and TSYS Responsibilities.

8.1 **Subscriber Responsibilities.** Subscriber shall be responsible for the following:

(a) to cooperate on a timely basis with TSYS and perform activities reasonably required by TSYS to enable TSYS to fulfill its obligations and responsibilities under this Agreement. In performing its obligations and responsibilities under this Agreement, TSYS shall be entitled to rely on Cardholder Data and Instructions provided by Subscriber or its designees to TSYS.

(b) to randomly check information produced by TSYS, including, as applicable, periodic Cardholder Account statements, embossed cards and reports, to determine if such information is correct, and will promptly report any errors discovered therein to TSYS. The steps which TSYS takes to remedy any error shall be undertaken at no cost to Subscriber, where such error results from the sole

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negligence of TSYS or the failure of TSYS to otherwise comply with the terms of this Agreement. Where such error is due to the sole negligence of Subscriber, Subscriber shall pay TSYS for its efforts to remedy the error in accordance with the terms of this Agreement. Where the error results from no negligence of either Party, or from the negligence of both Parties, the Parties shall negotiate in good faith to equitably apportion the responsibility for the costs associated to remedy such error in accordance with the terms of this Agreement.

(c) to ensure that, throughout the Term, all communications networks and devices used by it in receiving the Services under this Agreement, including the Internet and any virtual private network, shall conform to the specifications for such networks and devices required by TSYS from time to time.

(d) to implement appropriate security procedures designed to (i) prevent unauthorized access to the TSYS System through computer hardware and software systems which are owned or controlled by Subscriber, and (ii) prevent unauthorized access to or use of the TSYS System by Subscriber Personnel. When on site at TSYS' premises, Subscriber Personnel shall observe and adhere to TSYS' policies and procedures applicable to visitors of TSYS' premises.

(e) to establish and maintain, throughout the Term, contractual relationships with one or more financial institutions (each "Financial Institution") for purposes of (i) issuing cards for Cardholder Accounts and Subscriber Portfolios offered by Subscriber from time to time under this Agreement, (ii) establishing and maintaining one or more demand deposit accounts for funding of cards and settlement of Cardholder transactions with the Associations and other related parties, (iii) obtaining one or more 6-digit bank identification numbers (each a "BIN") for issuance of cards for Cardholder Accounts and Subscriber Portfolios offered through the Associations and by Subscriber from time to time under this Agreement, (iv) obtaining sponsorship of Subscriber into the applicable Associations to ensure the cards for Cardholder Accounts and Subscriber Portfolios conform with and permit the features and functionalities set forth in the Cardholder Agreements (as defined in Section 8.1(f) below), and (v) performing its duties and obligations with respect to the Cardholder Accounts and Subscriber Portfolios offered by Subscriber from time to time under this Agreement.

(f) with respect to each Subscriber Portfolio, to select the appropriate parameter settings, features and options within the TSYS System that conform with and are applicable to the cards, card programs, and the terms and conditions of the Cardholder Account agreements ("Cardholder Agreements").

(g) to develop and implement the terms and conditions of the Cardholder Agreements.

(h) to pay all fees and charges assessed by the Associations, at the rates set forth in Exhibit 1B to the Schedules, in connection with the Subscriber Portfolios and BINs.

(i) to pay all fees and charges arising out of or in connection with the demand deposit accounts at Financial Institutions.

(j) the acts or omissions of and for the services and functions performed by its agents or subcontractors for or on behalf of Subscriber.

8.2 TSYS Responsibilities. TSYS shall be responsible for the following:

(a) [*] Support Group. TSYS will assign TSYS Personnel [*] to the provision of the Services to Subscriber (the "[*] Support Group"). The skill set, mix and make up of the [*] Support

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Group shall be subject to the mutual agreement of the Parties, which shall not be unreasonably withheld. The number of TSYS Personnel in the [*] Support Group will increase in stages as may be mutually agreed upon by the Parties. The [*] Support Group will consist of [*] ([*]) TSYS Personnel by no later than the Effective Date and shall include, at a minimum, a TSYS Account Director, an Associate Business Director [*]. The TSYS Account Director (the "TSYS Account Director") will be responsible for the overall relationship with Subscriber and serve as the single point of contact for Subscriber with respect to the Services and will be a TSYS employee with the title of [*], report to [*], and have supervisory duties to ensure that appropriate and timely technical support is provided to Subscriber. TSYS will endeavor to provide continuity in the TSYS Account Director and Associate Business Director positions and agrees Subscriber may [*] and [*] the replacement TSYS Account Director prior to TSYS replacing the TSYS Account Director.

The duties of the [*] Support Group include: (A) client relationship services (including consultative services on the use of features and/or functionality and trouble shooting); (B) Conversion, Deconversion and Wind-down services; (C) issue management services; (D) production support services; and (E) custom project activities. Custom project activities by the Support Team will be provided at the rates set forth in Exhibit 1B to the Schedules. Other services of the Support Team for which a price is not provided in Exhibit 1B to the Schedules shall be at no cost to Subscriber.

(b) Management Committee. TSYS and Subscriber shall appoint a management committee (the "Management Committee") comprised of a number of key executives from each Party (including the TSYS Account Director, Associate Business Director and dedicated TSYS Personnel) which shall hold [*] periodic business review meetings or at such time as the Parties deem appropriate to: (i) discuss any commercially reasonable methods of improving the Services or reducing the costs to Subscriber of the Services, (ii) review progress on the resolution of any issues, and (ii) any other matters related to the Services provided for under the Agreement.

(c) Instructions. TSYS shall perform the Services in a timely manner and in accordance with Instructions provided by Subscriber or its designees from time to time. TSYS will cooperate on a timely basis with Subscriber and perform activities reasonably required by Subscriber to enable Subscriber to fulfill its obligations and responsibilities under this Agreement.

(d) TSYS Personnel. TSYS shall be responsible for the acts or omissions of and for the services and functions performed by TSYS Personnel.

9.0 Compliance with Laws and Regulations.

9.1 Subscriber Compliance. Subscriber is solely responsible for compliance with all statutes, acts, laws, by-laws, rules and regulations, ordinances and judicial, governmental or administrative order decrees or rulings, applicable to the operation of its business, its card programs and the Cardholder Accounts, including, without limitation, usury laws, state laws, rules and regulations ("State Laws"), the rules, regulations and bylaws of the Associations ("Operating Regulations"), the Truth-in-Lending-Act, the Fair Credit Billing Act, the Fair Credit Reporting Act, the Electronic Funds Transfer Act, the Truth in Savings Act, Electronic Signatures in Global and National Commerce Act, the National Automated Clearing House Association (NACHA), the Gramm-Leach-Bliley Act, and all associated rules and regulations (collectively, the "Subscriber Legal Requirements").

9.2 TSYS Compliance. TSYS is solely responsible for compliance with all statutes, acts, laws, rules, regulations, ordinances and judicial, governmental or administrative order decrees or rulings, which are applicable to its business as a payment card processor [*] (the "TSYS Legal Requirements"). TSYS will maintain any contracts and licenses and, including without limitation, any certifications required by an Association, that are reasonably necessary in order for TSYS to perform the Services and

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fulfill its obligations and responsibilities under this Agreement. TSYS [*] ([*]) [*] as of the Effective Date of this Agreement, and TSYS will endeavor to maintain such compliance at all times during the Term of the Agreement. On an annual basis TSYS shall provide to Subscriber [*].

10.0 Service Center Review and Regulator Audit.

10.1 Service Center Review.

(a) On an annual basis during Term, at its sole cost and expense, TSYS shall engage and direct its independent certified public accountants to conduct a Type II review of its [*] and a [*] of [*]. The review shall be conducted in accordance with the American Institute of Certified Public Accounts Statement on Auditing Standards Number 70 (“SAS 70”), the findings and recommendations of which shall be set forth in a report (the “Service Center Review”). TSYS shall deliver to Subscriber a copy of the Service Center Review within thirty (30) days after such report is received by TSYS.

(b) If the Service Center Review contains any recommendations, TSYS shall, [*], promptly take all actions necessary to comply with such recommendations and shall advise Subscriber when such compliance is achieved.

(c) If, at any time during the Term, Subscriber has reasonable material concerns regarding TSYS’ operational controls and such concerns are not addressed in the Service Center Review and in TSYS’ response to any recommendations therein to Subscriber’s reasonable satisfaction, Subscriber shall so notify TSYS and TSYS shall promptly meet with Subscriber in an effort to resolve Subscriber’s concerns.

10.2 Regulators. The Parties understand that the business practices of each Party are subject to review and audit by Regulators. TSYS shall fully cooperate with each Regulator in accordance with applicable law in conjunction with an audit of TSYS by the Regulator. Furthermore, in conjunction with an audit of Subscriber by a Regulator, TSYS shall fully cooperate with any such audit including a request of the Regulators to review the Services, including, without limitation, providing any information or material lawfully requested by the Regulators, and permitting the Regulator to inspect or audit TSYS as to the Services in accordance with applicable law.

11.0 Privacy and Information Security

11.1 Use of Cardholder Data. The Parties acknowledge and agree that Cardholder Data includes information that is subject to applicable law related to the use of Cardholder Data, including the Gramm-Leach-Bliley Act and associated regulations. TSYS shall not use Cardholder Data, nor shall it duplicate or incorporate Cardholder Data into its own records or databases, except to the extent necessary to perform the Services and its other obligations under the Agreement.

11.2 Security Standards. TSYS shall only disclose Cardholder Data (i) to TSYS Personnel who have a need to know such information to perform the Services and other obligations under this Agreement, or (ii) pursuant to the Instructions. Neither TSYS nor TSYS Personnel may without the prior written consent of Subscriber disclose Cardholder Data or any segment thereof to any third party or to an Affiliate, except to the extent permitted by this Agreement. TSYS shall implement and maintain security measures designed to (i) ensure the security, integrity and confidentiality of Cardholder Data; (ii) protect against any anticipated threats or hazards to the security or integrity of Cardholder Data; and (iii) protect against unauthorized access to or use of Cardholder Data, all in accordance with the attached [*] and TSYS’ information security policies, a summary of which is set forth in the attached TSYS Information Security Summary. As of the Effective Date of this Agreement, TSYS is in compliance with TSYS’

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information security policies. TSYS shall notify Subscriber of any material changes to TSYS' information security policies.

11.3 Unauthorized Application. The Parties acknowledge and agree that TSYS shall not be responsible for the unauthorized or fraudulent application for, access to or use of Cardholder Data by any Entity, unless such unauthorized act is caused by the negligent acts or omissions of TSYS, TSYS Personnel.

11.4 Notice of Security Breach. If TSYS becomes aware [*] unauthorized access to Cardholder Data or unauthorized access to resources used to provide the Services, including without limitation, Subscriber's unembossed cards, TSYS, as soon as reasonably possible under the circumstances [*], shall report such incident to Subscriber and describe in reasonable detail the nature of and circumstances surrounding such unauthorized access and the steps being taken by TSYS to prevent future similar incidents. Further, TSYS will take prompt, reasonable actions to minimize the violation and to identify, investigate, limit, prevent and mitigate the potential effects on Cardholders and on Subscriber's business.

12.0 Confidential Information

12.1 Defined. The Parties acknowledge that they may be furnished with, receive, or otherwise have access to Confidential Information of the other during the Term. "Confidential Information" shall mean all information, in any form, furnished or made available directly or indirectly by one Party to the other before, on or after the Effective Date, which is marked confidential, proprietary or with a similar designation or, if unmarked, which the receiving Party should reasonably know is confidential and proprietary, including, but not limited to: (i) Trade Secrets; (ii) Cardholder Data; (iii) information concerning the operations, affairs and businesses of either Party, its customers and suppliers; (iv) Documentation and Developments, each of which shall be considered the Confidential Information of TSYS; (v) marketing and growth plans, financial results and projections; and (vi) that portion of any specifications, designs, documents, correspondence, software, data and other materials and work products containing Confidential Information as described herein and provided by either Party or its subcontractors to the other Party in connection with this Agreement.

12.2 Obligations.

(a) The receiving Party shall exercise the same degree of care to prevent unauthorized use or disclosure of the other Party's Confidential Information as it normally takes to prevent the unauthorized use or disclosure of its own proprietary information of like kind, but in no event less than a commercially reasonable degree of care. The receiving Party shall refrain from using the Confidential Information except as necessary in performing this Agreement, and shall limit use or disclosure to individuals needing to know the information to perform their obligations under this Agreement. In any event, each Party shall be liable for any breach of the obligations defined within this Agreement by its respective personnel, external or internal auditors or independent contractors.

(b) As requested by a Party during the Term or upon any termination of this Agreement, the other Party shall return or destroy, as the requesting Party may direct, all material in any medium that contains, the requesting Party's Confidential Information and retain no copies (except those necessary to comply with regulatory requirements applicable to the retaining Party). Any destruction pursuant to this Section 12.2 shall be certified in writing.

12.3 Exclusions. The restrictions set forth in this Section 12 shall not apply to information which a Party can demonstrate in writing (i) was, at the time of disclosure to it, in the public domain; (ii)

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after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving Party; (iii) was in the legal possession of the receiving Party at the time of disclosure to it; (iv) was received after disclosure to it from a third party who had a lawful right to disclose such information; (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 12.3 shall not be deemed to permit TSYS to use Cardholder Data for any purpose other than except as provided in Section 11.1.

12.4 Legally Required Disclosures. A Party shall not be considered to have breached its obligations by disclosing Confidential Information of the other Party as required to satisfy the legal request of a competent government body provided that, immediately upon receiving any such request and to the extent that it may legally do so, such Party advises the other Party promptly and prior to making such disclosure in order that the other Party may interpose an objection to such disclosure, take action to assure handling of the Confidential Information or take such other action as it deems appropriate to protect the Confidential Information.

12.5 Loss of Confidential Information. In the event of any unauthorized disclosure or loss of, or inability to account for, any Confidential Information of the furnishing Party, the receiving Party shall promptly, at its own expense: (i) notify the furnishing Party in writing, (ii) take reasonable steps to minimize the violation; and (iii) reasonably cooperate with the furnishing Party to minimize any damage resulting therefrom.

12.6 No Implied Rights. Nothing contained in this Section 12 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, express or implied, any rights or license to the Confidential Information of the other Party.

12.7 Prior Non-Disclosure Agreement. The terms of this Section 12 supersede the terms of any agreement of confidentiality previously entered into between the Parties and any information required to be treated as confidential under such agreement shall be treated as Confidential Information under the terms of this Agreement.

12.8 Survival. The obligations regarding confidentiality and restriction of use of Cardholder Data shall survive the expiration or termination of this Agreement. Furthermore, as to all other Confidential Information, the obligations under this Section 12 shall survive the expiration or termination of this Agreement [*].

12.9 Trade Secrets. Nothing herein shall be deemed to adversely affect or otherwise waive any rights or remedies available at law or equity that a furnishing Party may have for protection of its Trade Secrets.

12.10 Tax Treatment. Nothing in this Section 12 shall prevent TSYS from disclosing, as necessary, the tax treatment and/or tax structure of this transaction as necessary to comply with applicable tax and securities laws of the United States of America.

13.0 Rights to TSYS System; Rights in Other Data.

13.1 General. Subscriber acknowledges that it is receiving a service from TSYS and that this Agreement shall not transfer any right, title, license or interest in the TSYS System, or any part or component of the TSYS System, to Subscriber.

13.2 Developments. Any services, technology, processes, methods, software and/or

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enhancements to the TSYS System used or developed for purposes of delivering the Services, including Mandatory Enhancements and Custom Enhancements, (collectively, the "Developments"), whether developed solely by TSYS or jointly by TSYS and Subscriber or any other party, including any Developments requested, suggested, or paid for by Subscriber, shall be the sole property of TSYS and shall not be considered "works made for hire". Subscriber shall not acquire any ownership right, Intellectual Property right, claim or interest in the TSYS System or in any Developments.

13.3 Custom Developments. [*], Subscriber may from time to time request TSYS to provide one or more custom development projects which meet all of the following requirements (each a "Custom Development"): (i) TSYS agrees to provide or perform the custom development project requested by Subscriber; (ii) Subscriber pays TSYS development Fees for such custom development project; and (iii) the custom development project is requested and provided after the Effective Date of this Agreement. Subscriber shall notify TSYS of its intent to designate a custom development as a Custom Development, and TSYS agrees it shall not [*].

13.4 Third-Party Systems. To the extent Subscriber performs any services itself or retains third parties to do so, Subscriber shall be solely responsible for obtaining from owners of third party systems, and paying for, any licenses or agreements that are necessary in order for the TSYS System to interface with such third party system.

13.5 Cooperation. The Parties will cooperate with each other and execute such other documents as may be reasonably be deemed necessary to achieve the objectives of this Section 13.

14.0 Third Party Claims.

14.1 TSYS Indemnity. In addition to any other remedies Subscriber may have, TSYS will indemnify, defend and hold harmless Subscriber and Subscriber's Affiliates, officers, directors and employees, from and against any and all third party actions, proceedings and claims, and from any losses, liabilities, costs and expenses (including reasonable attorney's fees and expenses) in connection thereto, arising out of, under or in connection with (a) any inaccuracy, breach or untruthfulness of any representation or warranty made by TSYS in this Agreement; (b) any infringement or alleged infringement by TSYS of any third party's Intellectual Property rights, except where a claim (i) arises from a Custom Enhancement, or (ii) is one for which Subscriber is obligated to indemnify TSYS pursuant to Section 14.2; (c) any non-compliance with or violation by TSYS of any TSYS Legal Requirement; (d) any unauthorized or fraudulent access to or use of Cardholder Data by any Entity caused by the negligence or intentional misconduct of TSYS or TSYS Personnel; and (e) the gross negligence or willful misconduct (whether by action or omission) of TSYS or TSYS Personnel.

14.2 Subscriber Indemnity. In addition to any other remedies TSYS may have, Subscriber will indemnify, defend and hold harmless TSYS and TSYS' Affiliates, officers, directors and employees, from and against any and all third party actions, proceedings and claims, and from any losses, liabilities, costs and expenses (including reasonable attorney's fees and expenses) in connection thereto, arising out of, under or in connection with (a) any infringement or alleged infringement by Subscriber of any third party's Intellectual Property rights; (b) claims by third parties arising out of TSYS following the Instructions; (c) any inaccuracy, breach or untruthfulness of any representation or warranty made by Subscriber in this Agreement; (d) any non-compliance with or violation by Subscriber of any Subscriber Legal Requirement; (e) any unauthorized or fraudulent access to or use of the TSYS System by any Entity caused by the negligence or intentional misconduct of Subscriber or Subscriber Personnel; and (f) the gross negligence or willful misconduct (whether by action or omission) of Subscriber or Subscriber

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Personnel.

14.3 Indemnification Procedures. With respect to claims covered by Sections 14.1 or 14.2 above, the following procedures shall apply:

(a) Notice. Promptly after receipt by a Party entitled to indemnification (the "indemnitee") of notice of the commencement or threatened commencement of any civil, criminal, administrative or investigative action or proceeding involving a claim in respect of which the indemnitee will seek indemnification pursuant to this Section 14, the indemnitee shall notify the indemnitor of such claim in writing. No failure to so notify an indemnitor shall relieve indemnitor of its obligations under this Agreement except to the extent that it can demonstrate damages attributable to such failure. Within fifteen (15) days following receipt of written notice from the indemnitee relating to any claim, but no later than fifteen (15) days before the date on which any response to a complaint or summons is due, the indemnitor shall notify the indemnitee in writing if the indemnitor elects to assume control of the defense and settlement of that claim (a "Notice of Election").

(b) Procedure Following Notice of Election. If the indemnitor delivers a Notice of Election relating to any claim within the required notice period, the indemnitor shall be entitled to have sole control over the defense and settlement of such claim; provided that (i) the indemnitee shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in the handling of such claim; and (ii) the indemnitor shall notify the indemnitee before ceasing to defend against such claim, and shall not compromise or settle such claim without the indemnitee's prior written consent if such compromise or settlement (x) would impose a penalty or limitation upon the indemnitee, including, without limitation, an injunction or other equitable relief, (y) would require an admission of liability from indemnitee, or (z) does not include the release of the indemnitee from all liability arising from or relating to such claim. After the indemnitor has delivered a Notice of Election relating to any claim, the indemnitor shall not be liable to the indemnitee for any legal expenses incurred by the indemnitee in connection with the defense of that claim. In addition, the indemnitor shall not be required to indemnify the indemnitee for any amount paid or payable by the indemnitee in the settlement of any claim for which the indemnitor has delivered a timely Notice of Election if such amount was agreed to without the written consent of the indemnitor.

(c) Procedure Where No Notice of Election Is Delivered. If the indemnitor does not deliver a Notice of Election relating to any claim within the required notice period, the indemnitee shall have the right to defend the claim in such manner as it may deem appropriate, and the failure of the indemnitor to deliver such Notice of Election shall not affect the indemnification obligations of such Party under this Agreement.

(d) Cooperation. When seeking indemnification, the indemnitee shall at all times reasonably cooperate with the indemnitor in the defense or settlement of any claim which is subject to this Section 14.

(e) Entitlement to Payment. In the event an indemnitor elects not to assume control of the defense and settlement of that claim, the indemnitee shall be entitled to payment by the indemnitor upon the indemnitee's settlement of the claim or the adjudication of liability, whichever first occurs.

14.4 Subrogation. In the event that a Party shall be obligated to indemnify the other Party pursuant to this Section 14, the indemnitor shall, upon payment of such indemnity in full, be subrogated to all rights of the indemnitee with respect to the claims to which such indemnification relates. The indemnitee shall reasonably cooperate with indemnitor, including the execution of appropriate documents, to enable the indemnitor to receive the benefit of the right of subrogation outlined in this

Section 14.4.

15.0 Liability.

15.1 General Intent. Subject to the specific provisions of this Section 15, it is the intent of the Parties that each Party shall be liable to the other Party for any actual and direct damages incurred by such other Party as a result of the breaching Party's failure to perform its obligations in this Agreement.

15.2 Liability Restrictions.

(a) IN NO EVENT, WHETHER IN CONTRACT OR TORT (INCLUDING BREACH OF WARRANTY, NEGLIGENCE AND STRICT LIABILITY IN TORT), SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INDIRECT OR CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION, LOST PROFITS), EXEMPLARY, OR PUNITIVE DAMAGES (WHETHER SUCH LOSSES OR DAMAGES WERE FORESEEN, FORESEEABLE, KNOWN OR OTHERWISE) WHETHER ARISING OUT OF, OR IN CONNECTION WITH OR IN RELATION TO THE SERVICES OR THE SUPPLY OR NON-SUPPLY OF THE SERVICES OR OTHERWISE UNDER THIS AGREEMENT.

(b) DURING THE TERM OF THIS AGREEMENT, EACH PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER PARTY, WHETHER IN CONTRACT OR IN TORT, FOR ANY AND ALL BREACHES UNDER THIS AGREEMENT [*], SHALL BE LIMITED AS FOLLOWS:

(i) For claims under Section 15.1 (except as provided in Section 15.2(b)(ii) for unauthorized access to or use of Cardholder Data caused by the negligence or intentional misconduct of TSYS or TSYS Personnel), and third party claims arising under Section 14.1(a) and (c), and Section 14.2(b), (c), and (d), [*] Dollars (\$[*]);

(ii) For claims under Section 15.1 by Subscriber against TSYS resulting from the unauthorized access to or use of Cardholder Data caused by the negligence or intentional misconduct of TSYS or TSYS Personnel or third party claims arising under Section 14.1(d) and Section 14.2(e), [*] Dollars (\$[*]);

(iii) For third party claims arising under Section 14.1(e) and Section 14.2(f), [*] Dollars ([*]); and

(iv) Notwithstanding the provisions of this Sections 15.2(b), the limitation of liability shall not apply to: (i) [*], (ii) TSYS' obligations [*], (iii) Subscriber's obligations [*], and (iv) any [*].

15.3 Duty to Mitigate. Nothing in Section 14 or this Section 15 will be taken as any way reducing or affecting a general duty to mitigate loss suffered by a Party. Subscriber will use reasonable efforts to enforce the terms and conditions in the agreement Subscriber or any Affiliate of Subscriber has with any Cardholder in respect of the Cardholder Account and/or with any Financial Institution with respect to any BIN and BIN sponsorship. Nothing contained in this Section 15.3 shall oblige the Subscriber to issue any legal, arbitration or other dispute resolution proceedings against any Cardholder or any third party.

16.0 Dispute Resolution.

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Any dispute between the Parties arising out of or relating to this Agreement, including with respect to the interpretation of any provision of this Agreement and with respect to the performance by either Party, shall be resolved as provided in this Section 16.

16.1 **Informal Dispute Resolution.** If a dispute is not subject to Section 16.4, upon the written request of either Party setting forth the basis of the dispute in reasonable detail, each Party will appoint a designated representative having authority to resolve and settle such dispute. The designated representatives shall meet as often as the Parties reasonably deem appropriate to discuss the dispute and attempt to resolve the dispute without the necessity of arbitration pursuant to Section 16.2. If a Party requests that informal dispute resolution under this Section be initiated, then formal proceedings under Section 16.2 may not be commenced until the earlier of (i) the time when the Parties conclude in good faith that amicable resolution of the dispute does not appear likely or (ii) the expiration of [*] ([*]) days following the initial request by a Party to jointly resolve the dispute under this Section 16.1.

16.2 **Arbitration.** If a dispute is not resolved pursuant to the informal dispute mechanism in Section 16.1, the dispute may be submitted by either Party to mandatory and binding arbitration, pursuant to the following conditions:

(a) **Selection of Arbitrator.** The Party making the demand for arbitration shall notify the American Arbitration Association (“AAA”) and the other Party in writing describing in reasonable detail the nature of the dispute and shall request that the AAA furnish a list of five (5) possible arbitrators who shall have substantial experience in the area of information technology and card processing and shall otherwise be qualified to competently address the issues presented. Each Party shall have fifteen (15) days to reject two (2) of the proposed arbitrators. If only one (1) individual has not been so rejected, he or she shall serve as arbitrator. If two (2) or more individuals have not been so rejected, then the Parties shall promptly mutually select the arbitrator from the remaining pool of possible arbitrators; provided, however, that if the Parties are unable to agree on such selection within ten (10) days after notification by the AAA of the need to make such selection, then the AAA shall select the arbitrator from the remaining pool of possible arbitrators.

(b) **Conduct of Arbitration.** The arbitration shall be conducted in accordance with the rules for commercial arbitration of the AAA.

(c) **Place of Arbitration Hearings.** Unless otherwise agreed to by the Parties, arbitration hearings shall be held in Atlanta, Georgia.

(d) **Costs and Expenses.** Unless the arbitrator rules otherwise, the Parties shall jointly and equally pay the expenses of the arbitrator and administrative costs assessed by the AAA, as well as their own expenses incurred during the dispute resolution process.

16.3 **Confidentiality.** The Parties agree that the existence of a dispute, any efforts or proceedings to resolve a dispute, whether informal or pursuant to arbitration, and any rulings or decisions issued by the arbitrator pursuant to Section 16.2, shall be held in confidence, shall be treated as compromise and settlement negotiations under applicable evidence rules, and shall be governed as Confidential Information by the terms and conditions of Section 12.

16.4 **Equitable Relief.** The Parties agree that the only circumstance in which disputes between them shall not be subject to the provisions of Sections 16.1 and/or 16.2 is when a Party makes a good faith determination that a material breach or threatened breach of the terms of this Agreement by the other Party is such that injunctive or other equitable relief is the only appropriate and adequate remedy. Accordingly, in addition to other remedies available to it, the affected Party will be entitled to seek

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injunctive or other equitable relief to remedy any threatened or actual breach of any portion of this Agreement. If a Party files a pleading with a court seeking immediate injunctive relief and this pleading is challenged by the other Party and the injunctive relief sought is not awarded in substantial part, then the Party filing the pleading seeking immediate injunctive relief shall pay all of the costs and attorneys' fees of the Party successfully challenging the pleading.

16.5 No Limitation. This Section 16 shall not be construed to prevent a Party from instituting, and a Party is authorized to institute, formal court proceedings, earlier (i) to avoid the expiration of any applicable limitations period, or (ii) to preserve a superior position with respect to other creditors.

17.0 Termination.

17.1 Termination for Cause.

(a) In the event that a Party: (i) commits a [*] breach of this Agreement, which breach is not cured within [*] ([*]) days after notice specifying the nature and extent of such breach; provided, however, that if such matter is a non-monetary breach and is not reasonably susceptible of cure within such [*] ([*]) day period, such period shall be extended and the Party shall not be in default hereunder so long as it commences such cure within such [*] ([*]) day period and diligently pursues such cure to completion within [*] ([*]) days after such notice; or (ii) commits numerous breaches of its duties or obligations which collectively constitute a material breach of this Agreement; or (iii) has a petition filed by or against it under applicable bankruptcy law seeking the liquidation of such Party's assets which petition is not dismissed within [*] ([*]) days, then the other Party may, by giving written notice, elect to terminate this Agreement and seek recovery of damages, subject to Section 15. [*]. In the event Subscriber terminates this Agreement for cause, Subscriber shall be relieved of any obligation to pay the [*].

(b) Notwithstanding any other provision herein to the contrary, and without limiting either Party's rights under Section 17.1(a), the Parties acknowledge and agree that: (i) Subscriber's failure to pay [*] when such payments are due shall constitute a material breach of this Agreement, and when such failure to pay continues uncured for [*] ([*]) days following the written notice required by Section 17.1(a)(i), then TSYS may, without waiving its right to payment, cease performing the Services until the dispute regarding Subscriber's failure to pay is resolved and (ii) TSYS' failure to [*] and [*] the [*], each in accordance with this Agreement shall constitute a [*] breach of this Agreement if such failure continues uncured for [*] ([*]) days following the written notice required by Section 17.1(a)(i).

(c) Any notice of termination by Subscriber shall include a proposed date for initiation of Wind-down or Deconversion pursuant to Section 4.2 and 4.3(b).

17.2 Termination Upon Force Majeure. Subscriber may terminate this Agreement in compliance with the terms of Section 19.0(b).

17.3 Termination for Convenience. Subscriber may terminate this Agreement for convenience and without cause in accordance with the Termination for Convenience provision set forth in the Schedules, as applicable.

18.0 Binding Agreement; Assignment and Change of Control.

This Agreement shall be binding on the Parties and their respective successors and permitted assigns. Neither Party may hypothecate, transfer or assign this Agreement or any rights or obligations arising hereunder without the prior written consent of the other Party; provided, however, a change of

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Control of a Party shall not be considered an assignment of this Agreement by that Party. In the event of a change of Control of Subscriber ("Change of Control") where such Control is acquired by an Entity that is a competitor of TSYS, to include the following: [*] First Data Corporation. [*], TSYS may re-evaluate and update the list of competitors on an annual basis to reflect changes in the market place. Subscriber will provide to TSYS written notice of such Change of Control no later than [*] ([*]) days following the date upon which Subscriber enters into a definitive agreement with the acquiring Entity. At any time within [*] ([*]) days after TSYS receives notice of such Change of Control, TSYS may terminate this Agreement without cause by giving Subscriber written notice of its intent to so terminate and designating a date upon which such termination will be effective, provided, however that such termination date shall be no earlier than [*] ([*]) months after the date of notice of intent to terminate is given by TSYS. Notwithstanding the foregoing, TSYS shall have the right to grant a security interest in any accounts receivable to which it becomes entitled under this Agreement.

19.0 Force Majeure.

(a) No Party shall be liable for any default or delay in the performance of its obligations under this Agreement if such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God or any other cause beyond reasonable control of such Party (provided the non-performing Party is without material fault in causing such default or delay) (collectively, "Force Majeure").

The non-performing Party shall be excused from performance of the obligation(s) so affected for as long as such circumstances prevail and such Party continues to use its commercially reasonable efforts to recommence performance. Any Party so delayed in its performance shall immediately notify the Party to whom performance is due by telephone (to be confirmed in writing within [*] ([*]) business days of the inception of such delay) and describe in reasonable detail the circumstances surrounding such delay.

(b) If TSYS' performance of the Services necessary for the conduct of those business functions of Subscriber reasonably identified by Subscriber as critical is excused under this Section for more than [*] ([*]) [*] days, then at Subscriber's option, Subscriber may elect, by a written notice, to immediately terminate this Agreement without liability to TSYS and [*] (as defined in the [*]).

20.0 Contingency Planning.

TSYS shall be responsible for disaster recovery planning, testing, implementation and execution as set forth in its disaster recovery plans, which are summarized in Exhibit 4 to each Schedule, to the extent applicable. Subscriber shall be allowed to review TSYS' disaster recovery plans upon Subscriber's reasonable request at TSYS' offices. Upon Subscriber's reasonable request, TSYS shall make available to Subscriber, for the purpose of responding to questions concerning TSYS' disaster recovery plan, one or more representatives who are knowledgeable about the disaster recovery plan, the manner in which it is tested and the manner in which it would be implemented in the event of a disaster, such representatives to use commercially reasonable efforts to respond to such questions within [*] ([*]) business days. TSYS' disaster recovery plan shall be tested at least once annually.

21.0 Nonsolicitation of Personnel.

During the Term and for a period of [*] ([*]) [*] thereafter, neither Party will solicit or encourage any employee of the other Party, or of the Affiliates of the other Party that are known to the first Party, to leave the employment of such other Party or such Affiliate without the prior written consent of such other Party. Notwithstanding the foregoing, this Article does not prohibit either Party from recruiting or hiring the other's employee where the employee has submitted an unsolicited application, responds to an

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advertisement without direct contact by the Party, or is presented to the Party through an independent recruiting firm.

22.0 Amendments.

No change, waiver of discharge relating to the terms of this Agreement, including the Schedules, Attachments and Exhibits, shall be valid unless in writing and signed by an authorized representative of each party.

23.0 Notices.

Any notices required to be delivered by one Party to another under or in connection with this Agreement (other than routine operational communications or the immediate notice of delayed performance required under Section 19.0), shall be in writing and shall be deemed sufficiently given (a) when received, if delivered personally or by an express courier with a reliable system for tracking delivery, (b) when received by the recipient as evidenced by confirmed facsimile, if sent during normal business hours of the recipient, or, if not, then on the next business day, or (c) when received, if sent by United States certified mail, return receipt requested, at the address indicated below:

If to Subscriber:

GREEN DOT CORPORATION
Attn: Steve Streit
605 E. Huntington Drive, Suite 205
Monrovia, California 91016
Fax: (626) 775-3704

with a copy to:

John Ricci, General Counsel, at the address above and the following fax number: (626) 739-2002

If to TSYS:

TOTAL SYSTEM SERVICES, INC.
Attn: President
1600 First Avenue
Building B, 4th Floor
Columbus, Georgia 31901-1804
Fax: (706) 649-2456

with a copy to:

TOTAL SYSTEM SERVICES, INC.
Attn: Legal Department
1600 First Avenue
Building C, 3rd Floor
Columbus, Georgia 31901-1804
Fax: (706) 644-9970

A Party may from time to time change its address or designee for notification purposes by giving the other Party prior written notice of the new address or designee and the date upon which it will become effective.

24.0 Applicable Law.

This Agreement and the rights and obligations of the Parties under this Agreement will be governed by and construed in accordance with the laws of the State of New York, without giving effect to the principles thereof relating to the conflicts of laws.

25.0 Survival.

Provisions contained in this Agreement that expressly or by their sense and context are intended to survive the expiration or termination of this Agreement shall so survive such expiration or termination, it being the intent that a claim or right which accrued to a Party prior to such expiration or termination shall not be prejudiced.

26.0 Entire Agreement; Waiver.

The General Terms and Conditions, together with the other Schedules, attachments and exhibits to the Agreement, represents the entire agreement of the Parties, and any and all prior written or oral communications, agreements, understandings and representations, including without limitation, the Prior Agreements, are merged herein and superseded hereby. Further, the failure of either Party to insist on performance of any provision of this Agreement shall not be construed as a waiver of that provision or any other provision at any time.

27.0 Severability.

In the event that any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any such provision is held invalid by an arbitrator or a court with jurisdiction over the Parties, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remainder of this Agreement shall remain in full force and effect.

28.0 Public Disclosures.

TSYS: (i) may list Subscriber in its customer lists and describe in general terms the Services provided by TSYS under this Agreement in proposals and other marketing materials; and (ii) will make a public announcement regarding the execution of this Agreement. All media releases, public announcements and public disclosures by either Party relating to this Agreement or the subject matter of this Agreement, including promotional or marketing material, but not including announcements intended solely for internal distribution or disclosure to the extent required to meet legal or regulatory requirements of the disclosing Party, shall be coordinated with and approved by the other Party prior to release, such approval not to be unreasonably withheld or delayed.

29.0 Service Marks.

Each Party agrees that it shall not, without the other Party's prior written consent, except as expressly permitted by Section 28, use the name, trade names, service marks, business styles or trademarks of the other Party.

30.0 Rights of Third Parties.

This Agreement is entered into solely between, and may be enforced only by, Subscriber and TSYS. 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.

31.0 Cumulative Remedies.

Except as otherwise expressly provided, all remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity or otherwise.

32.0 Covenant of Good Faith.

Each Party, in its respective dealings with the other Party under or in connection with this Agreement, shall act in good faith.

33.0 Insurance.

On or prior to the Effective Date of this Agreement, TSYS shall deliver to Subscriber, and maintain throughout the Term of this Agreement, certificates of insurance issued by insurers [*] evidencing coverage for: (a) commercial general liability insurance coverage [*], [*], and [*] and [*] with limits of \$[*] per occurrence and an aggregate limit of \$[*]; (b) commercial automobile liability for [*] and [*] with a minimum of \$[*] combined single limit per occurrence for bodily injury and property damage liability; (c) workers' compensation statutory coverage and employer's liability with minimum limits: \$[*], \$[*], and \$[*]; (d) technology errors and omissions insurance with a \$[*] limit; and (e) umbrella/excess liability insurance with a minimum limit of \$[*] and \$[*] as excess limits for insurance under policies indicated in insurance sections (a), (b), and (c) hereof. The [*] will [*] to [*] at least [*] (*) [*] of [*] and [*] (*) [*] of [*].

34.0 Subcontracting.

The Services to be provided by TSYS under this Agreement may be delegated or subcontracted by either Party to another Entity without the express prior written consent of other Party; provided, however, in the event TSYS intends to provide or perform any of the Services [*], either by itself [*], TSYS will provide Subscriber at least sixty (60) days notice of TSYS' intentions and Subscriber will have the option (i) not to receive such Services [*] or (ii) to require TSYS to provide Subscriber with pricing for Services [*] for Subscriber's consideration. Notwithstanding the foregoing, each Party shall remain responsible for all of its obligations under this Agreement and for the acts or omissions of its agents or subcontractors. All work performed by a subcontractor or agent shall be deemed work performed by TSYS.

35.0 Counterparts.

This Agreement may be executed in counterparts, including those counterparts received via facsimile, each of which shall constitute an original, but all of which shall constitute one and the same document.

36.0 Limitation of Actions.

Notwithstanding any other provision of this Agreement and applicable law, no action, regardless of form, arising out of any claimed breach of this Agreement or the Services provided hereunder, may be brought by either Party more than [*] (*) [*] after the Party bringing the action first received actual knowledge of the facts giving rise to the claim.

END OF GENERAL TERMS AND CONDITIONS

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PROCESSING SERVICES SCHEDULE

This Processing Services Schedule to the Agreement between Subscriber and TSYS (the "Processing Services Schedule") shall consist of the following attached documents:

- Exhibit 1A — Processing Services Descriptions and Pricing References
- Exhibit 1B — Processing Services Fees and Expenses
- Exhibit 2 — Processing Services Service Level Standards
- Exhibit 3 — Processing Services Portfolios
- Exhibit 4A — Disaster Recovery Plan Summary for Processing Services
- Exhibit 4B — Disaster Recovery Plan Summary for Managed Services
- Exhibit 5 — Termination for Convenience Fees

1. DEFINITIONS

1.1 General

Except as otherwise modified herein, the capitalized terms used in this Processing Services Schedule shall have the meaning specified in the Agreement. All other defined terms shall have the meanings assigned in the part of this Processing Services Schedule in which they are defined.

1.2 Certain Definitions

Certain defined terms associated with this Processing Services Schedule shall have the meanings set forth as follows:

Core Processing Fees shall mean all of the TSYS fees and charges incurred by Subscriber for the Core Services pursuant to the terms and conditions of the Agreement and this Processing Services Schedule.

[*]

Core Services shall mean the Processing Services listed in Exhibit 1A to this Processing Services Schedule as Core Services.

Managed Services shall mean the Managed Services listed in Exhibit 1A to this Processing Services Schedule as Managed Services.

Miscellaneous Services shall mean the Processing Services listed in Exhibit 1A to this Processing Services Schedule as Miscellaneous Services.

Optional Services shall mean the Processing Services listed in Exhibit 1A to this Processing Services Schedule as Optional Services.

Policy Manual shall have the meaning given in Section 2.1(d) of this Processing Services Schedule.

* **Confidential Treatment Requested.**

Processing Documentation shall mean the user manuals, information bulletins and policy manuals, regardless of media or form, which describe the functions, features and operation of the Processing Services, as may be provided by TSYS from time to time.

Processing Fees shall mean all of the TSYS fees and charges incurred by Subscriber for the Processing Services pursuant to the terms and conditions of the Agreement and this Processing Services Schedule, but excluding Expenses.

Processing Initial Term shall have the meaning given in Section 3.1 of this Processing Services Schedule.

Processing Renewal Term shall have the meaning given in Section 3.2 of this Processing Services Schedule.

Processing Services shall have the meaning given in Section 2.1(a) of this Processing Services Schedule.

Processing Services Effective Date shall mean the Effective Date as set forth in the Agreement.

Processing Services Portfolio shall mean Subscriber's Cardholder Account portfolios identified in Exhibit 3 to this Processing Services Schedule, and any other portfolios for which the Parties from time to time agree in writing that TSYS shall provide the Processing Services.

Processing Services Schedule shall mean this Processing Services Schedule and all Exhibits attached hereto.

Processing Term shall mean, collectively, the Processing Initial Term and any Processing Renewal Term.

Processing Year shall mean a twelve (12) month period commencing on the Processing Services Effective Date or an anniversary of such date. 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.).

Termination for Convenience Fee shall have the meaning given in Section 3.3 of this Processing Services Schedule.

1.3 Other Terms

All references to "Article" or "Articles" and "Section" or "Sections" are, unless otherwise noted, references to the enumerated article(s) and/or section(s) of this Processing Services Schedule. All references to "Exhibit" or "Exhibits" are, unless otherwise noted, references to the noted exhibit(s) to this Processing Services Schedule.

2. SERVICES

2.1 Provision of Processing Services

- (a) For each Processing Services Portfolio, TSYS shall provide the following services, functions and responsibilities (the "Processing Services"):
 - (i) The services identified in Exhibit 1A to this Processing Services Schedule and described in the Processing Documentation, including Core Services, Optional Services, Managed Services and Miscellaneous Services; and
 - (ii) The services, functions and responsibilities relating to Startups, Conversions, Wind-downs, and Deconversions; and
 - (iii) Any services, functions and responsibilities of TSYS which are otherwise agreed upon in writing by Subscriber and TSYS from time to time as being subject to this Processing Services Schedule, including New Additional Services.
- (b) During the Processing Term, Subscriber shall have the right to access the TSYS System via telecommunications as necessary for use of the Processing Services in accordance with the Processing Documentation and the terms of this Processing Services Schedule and the Agreement.
- (c) TSYS shall be entitled to rely upon and use any and all information, data, instructions and approvals at any time submitted to TSYS by Subscriber, by merchants or by Associations and having to do with Subscriber, and TSYS shall not have any responsibility or liability whatsoever for the accuracy or inaccuracy thereof. For purposes of clarity, each Party shall be responsible for any and all information provided by its own agents and subcontractors.
- (d) The Parties agree to document certain policies with respect to the Managed Services, which will be jointly agreed upon and memorialized in a manual that is executed by TSYS and Subscriber (the "Policy Manual"). The Policy Manual may be modified from time to time upon the mutual written agreement of both TSYS and Subscriber, which agreement shall not be unreasonably withheld.
- (e) With respect to Managed Services — Customer Service/Telephone Services, Subscriber may, at its own expense and to the extent not prohibited by applicable law, have access twenty-four (24) hours per day, seven (7) days per week, via remote telephone dial-in, for monitoring in-bound customer service calls pertaining to the Processing Services

Portfolios, provided such calls are received on toll-free telephone lines dedicated to Subscriber.

(f) TSYS shall provide Managed Services reports as Subscriber may reasonably request, from time to time, provided however, that additional reports may be subject to additional programming fees.

2.2 Processing Documentation

TSYS shall provide Subscriber with Processing Documentation at the Processing Fees specified in Exhibit 1B to this Processing Services Schedule. The Processing Documentation, any derivatives of the Processing Documentation and any and all copies thereof, shall be and shall remain the property of TSYS and shall be deemed the Confidential Information of TSYS. TSYS shall not be responsible for any errors or omissions in the Processing Documentation which occur due to any change, modification or manipulation of the Processing Documentation by Subscriber.

2.3 Use of Optional Services

Subscriber shall give TSYS no less than [*] ([*]) days prior written notice of its desire to implement an Optional Service that it has not chosen to implement as of the Effective Date. Once Subscriber has elected to implement an Optional Service, then such Optional Service shall, unless otherwise set forth in Exhibit 1B to this Processing Services Schedule or otherwise agreed, be used for a period of no less than [*] ([*]) [*] calendar months from the date the service is implemented in a production environment, unless otherwise agreed between the Parties. Subject to the foregoing minimum period of use, Subscriber shall, unless otherwise set forth in Exhibit 1B to this Processing Services Schedule or otherwise agreed upon between the Parties, give TSYS no less than [*] ([*]) [*] prior written notice of its intent to so terminate the use of an Optional Service. TSYS may elect to discontinue the availability of any Optional Service to all of its customers using the TSYS System, including Subscriber, upon giving Subscriber [*] ([*]) days written notice prior to the effective date of such discontinuance. To the extent Subscriber performs any Optional Services itself or retains third parties to do so, TSYS shall, at Subscriber's expense, reasonably cooperate with Subscriber and any such third party, in connection with such performance.

2.4 [*]

During the [*], TSYS shall be [*] for the BIN (bank identification number) ranges set forth and described on Exhibit 3 of this Processing Services Schedule. There shall be no limitation or restriction on Subscriber's ability to perform, or to designate a third party service provider to perform, at any time during the [*]. Notwithstanding the foregoing, [*] shall remain in full force and effect during [*].

* **Confidential Treatment Requested.**

3. TERM

3.1 Initial Term

The 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 3, unless terminated earlier in accordance with this Processing Services Schedule or the Agreement (the "Processing Initial Term").

3.2 Extension

The Processing Initial Term shall automatically renew for an unlimited number of 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 [*] ([*]) days prior to the end of the Processing Initial Term or the then-current Processing Renewal Term.

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 [*] ([*]) days' prior written notice to TSYS and paying to TSYS the termination for convenience fee ("Termination for Convenience Fee") set forth and described in Exhibit 5 to this Processing Services Schedule. 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 [*] 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 Section 4.2 or 4.3 of the Agreement.

4. CHARGES AND PAYMENTS

4.1 Fees and Expenses

Subscriber shall pay all Processing Fees and Expenses due hereunder for the Processing Services as set forth in Exhibit 1B to this Processing Services Schedule and the Agreement.

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.

4.3 Price Adjustments

- (a) The Processing Fees for the Core Services and Optional Services specified in Exhibit 1B to this Processing Services Schedule shall be guaranteed for [*].

* **Confidential Treatment Requested.**

(b) TSYS shall have the right to increase the Processing Fees for the [*] Services upon [*] ([*]) days prior written notice to Subscriber. However, TSYS' right to increase [*] shall be limited to the amount of any incremental increase [*] during the Processing Term.

4.4 [*]

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

4.5 Settlement Accounts

Subscriber shall have sole responsibility for the settlement of all Cardholder transactions with the issuing Financial Institution and the Association, and the establishment and maintenance of settlement accounts through which Subscriber will settle its Cardholder transactions with the Associations, and TSYS shall have no responsibility therefore.

END OF PROCESSING SERVICES SCHEDULE

* **Confidential Treatment Requested.**

* Confidential Treatment has been requested for the marked portions of this exhibit pursuant to Rule 406 of the Securities Act of 1933, as amended.

Master Services Agreement
between
Green Dot Corporation
and
Genpact International, Inc.

Dated as of: May 28, 2009

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SERVICES AGREEMENT

This Services Agreement, dated as of May 28, 2009 (the "Effective Date"), is by and between Green Dot Corporation, a Delaware corporation ("Customer"), having its principal place of business at 605 East Huntington Dr., Suite 205, Monrovia, CA 91016, and Genpact International, Inc., a Delaware corporation ("Genpact"), acting through its Hungarian Branch with its office at Duna Plaza Offices, 4th Floor, H-1138, Budapest Vaci ut 178, Hungary.

RECITALS

WHEREAS, Customer has agreed to engage Genpact to provide various services to Customer relating to business process outsourcing and Genpact has agreed to provide such services on the terms and conditions set forth in this Agreement and Statements of Work entered into by the Parties from time to time pursuant to this Agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1

DEFINITIONS; INTERPRETATION; ASSUMPTIONS

1.1 Definitions. Capitalized terms used in this Agreement shall have their respective meanings set forth in Exhibit 1 (Definitions).

1.2 References. In this Agreement and the Exhibits hereto and thereto:

- (a) the Exhibits shall be incorporated into and deemed part of this Agreement and all references to this Agreement shall include the Exhibits to this Agreement;
- (b) the Attachments (or Appendices) to an Exhibit shall be incorporated into and deemed part of such Exhibit and all references to such Exhibits shall include the Attachments (or Appendices);
- (c) references to any Law or Regulatory Requirement shall mean references to such Law or Regulatory Requirement in changed or supplemented form or to a newly adopted Law or Regulatory Requirement; and
- (d) use of the word "including" or the phrase "e.g." shall mean "including, without limitation".

1.3 Headings. The Article, Section and Exhibit headings, and the Table of Exhibits, are for reference and convenience only and shall not be considered in the interpretation of this Agreement.

1.4 Interpretation of Documents. In the event of a conflict between (a) this Agreement (excluding any Exhibits thereto) and any Exhibit, the terms of this Agreement shall prevail, (b) this Agreement and any Statement of Work, the terms of this Agreement shall

prevail, or (c) any Statement of Work and any exhibits or attachments to such Statement of Work, the terms of such Statement of Work shall prevail.

**ARTICLE 2
TERM**

The term of this Agreement shall commence on the Effective Date and continue until the expiration or termination of the last remaining Statement of Work in effect under such Agreement, unless the Agreement is terminated earlier pursuant to its terms ("Term").

**ARTICLE 3
TRANSITION**

3.1 Transition Plan.

- (a) For each Statement of Work, the Parties shall develop a written implementation plan that shall include (i) the overall approach of the implementation, (ii) a schedule of implementation milestones and other activities (the "Transition Schedule"), (iii) a detailed description of the respective implementation tasks and responsibilities of Customer and Genpact and (iv) any other relevant information ((i) through (iv), the "Transition Plan").
- (b) Genpact shall perform its obligations described in each Transition Plan to enable Genpact to commence its provision of, and Customer's receipt of, the Services (the "Genpact Transition Obligations") and Customer shall perform its obligations described in each Transition Plan to enable Genpact to commence its provision, and Customer's receipt, of the Services (the "Customer Transition Obligations"; together with the Genpact Transition Obligations, the "Transition Services").
- (c) Genpact shall update and modify each Transition Plan, from time to time, as appropriate. Each revision of a Transition Plan shall include such modifications as may be reasonably requested by either Party (e.g., modifications due to visas or delays caused by Governmental Authorities) that do not, individually or in the aggregate, materially increase the costs for the applicable Transition Services for the other Party or delay the applicable Transition Schedule.

3.2 Transition Services.

- (a) Genpact shall plan and prepare for the Transition Services with Customer's reasonable assistance in order to (i) minimize disruption to Customer's applicable operations and (ii) complete the Transition Services in all material respects no later than the completion date specified in the Transition Schedule.
- (b) Prior to commencing the Transition Services, the Parties shall discuss all known Customer-specific material risks and shall not proceed with the Transition Services until Customer is reasonably satisfied with the plans with regard to such risks.

- (c) Genpact shall be responsible for overall management of the Transition Services and to the extent within its control, shall use reasonable efforts to keep the Transition Services on schedule. Customer shall cooperate with Genpact and provide to Genpact such reasonable assistance, resources, information and other input to coordinate the Transition Services and to complete the Transition Services in accordance with the applicable Transition Plan. Upon identification of any issues that would reasonably be expected to delay or otherwise adversely effect the completion of any of the Transition Services, Genpact shall promptly notify Customer and the Parties shall cooperate to establish a plan to minimize the delay or other adverse effect.
- (d) Prior to completion of the Transition Services, the Account Representatives and such other appropriate representatives of the Parties, shall periodically review the status of the Transition Services.

**ARTICLE 4
SERVICES**

4.1 Scope of Services. From time to time, the Parties shall enter into statements of work in the format set forth in Exhibit 2 (Form of Statement of Work) in respect of services to be provided by Genpact to Customer pursuant to this Agreement (the "**Services**"). Each such Statement of Work shall incorporate, and be subject to, the terms and conditions of this Agreement. Each Statement of Work shall include, among other things, the term of the work order, a detailed description of the services to be performed, the responsibilities of each party, rates for compensation for the services, any reports to be furnished, the person authorized by each party to make changes to the Statement of Work, staffing levels and performance standards. Any default under, or breach of, any Statement of Work shall be considered a default under, or breach of, both the Statement of Work and this Agreement. As of the applicable Service Commencement Date and during the remainder of the term of the applicable Statement of Work, Genpact shall provide the Services described in such Statement of Work to Customer.

4.2 Standard Operating Procedures.

- (a) On or before the Service Commencement Date for any Statement of Work, Genpact shall deliver a draft of the Standard Operating Procedures for the Services under such Statement of Work. Within 90 days of the of Customer's written response to such draft, Genpact shall provide Customer the final version of such Standard Operating Procedures. The Standard Operating Procedures shall be written to enable personnel skilled in the relevant disciplines to use and receive the Services. Genpact shall not be required to deliver Standard Operating Procedures that relate to Services for which it has already provided Standard Operating Procedures pursuant to this Section 4.2(a).
- (b) Subject to the terms of this Agreement, the Parties shall comply at all times with the Standard Operating Procedures.
- (c) Genpact shall update the Standard Operating Procedures from time to time to reflect changes in the Services.

4.3 Disaster Recovery Services. Genpact shall provide to Customer the disaster recovery assistance, cooperation and services described in Exhibit 3 of this MSA. Genpact has no responsibility for Customer's business continuity planning or disaster recovery, except as set forth in this Agreement or as otherwise agreed to in a Statement of Work.

4.4 Reports. Genpact shall provide to Customer the reports set forth in the Statements of Work in accordance with the frequencies set forth therein.

4.5 Records Retention. Genpact shall retain all books and records in accordance with the records retention standards under applicable Law.

4.6 Reliance on Instructions. In performing its obligations under this Agreement, Genpact shall be entitled to reasonably rely upon any routine instructions, authorizations, approvals or other information provided to Genpact by the Customer Account Representative or by any other Customer personnel identified by the Customer Account Representative as having authority to provide such routine instructions, authorizations, approvals or other information on behalf of Customer.

4.7 Customer's Obligations.

- (a) In addition to its other obligations under this Agreement, Customer shall, at its own cost and expense, be responsible for the obligations ascribed to Customer in each Statement of Work (collectively all obligations, the "Customer Obligations"). Customer shall perform the Customer Obligations and acknowledges that Genpact's performance of the Services is dependent on Customer's timely and effective performance of the Customer Obligations.
- (b) If Customer's failure to perform any Customer Obligations directly and materially affects Genpact's ability to perform its obligations under this Agreement, Genpact's failure to perform such obligations shall be excused. Any failure by Customer Agents, which directly and materially affects Genpact's ability to perform its obligations under this Agreement shall be considered and deemed included as Customer's failure to perform Customer Obligations. Notwithstanding Customer's failure to perform Customer Obligations, Genpact shall use commercially reasonable efforts (including emergency fixes and workarounds) to perform its obligations under this Agreement. Genpact shall be entitled to be compensated for any additional costs incurred towards such commercially reasonable efforts undertaken to perform its obligations under this Agreement which are affected by any delay or failure to perform on the part of Customer. Prior to incurring any expenses, Genpact must obtain written approval from Customer.
- (c) Customer shall not remarket or sell all or any portion of the Services, or make all or any portion of the Services available to any third party without Genpact's prior consent.

4.8 Licenses and Permits. Each Party will obtain all necessary approvals, consents, permits and grants in their respective jurisdictions to perform and receive the Services, respectively. To the extent so required, Customer and Genpact may mutually agree on areas where Customer shall assist Genpact in obtaining approvals, consents, permits and grants outside the countries from which Genpact performs Services as may be required to perform the Services.

Customer may, in its discretion and to the extent reasonable, assist Genpact to obtain any visa or comply with any other requirements under Immigration Laws.

4.9 Insurance. Genpact shall, during the Term of this Agreement, maintain in force, at its own expense, insurance coverage in accordance with Exhibit 6 of this Agreement, and shall name Customer as Additional Insured on the Commercial general liability and Umbrella policy.

4.10 Technology Refresh. Genpact will upgrade and replace the Equipment and Genpact Systems in accordance with the Refresh Schedule attached hereto as Exhibit 9. In performing all Refresh services and unless otherwise agreed to by the Parties in writing, Genpact shall first replace the oldest Equipment based on the in-service date or age of each such item.

ARTICLE 5 SERVICE LOCATIONS

5.1 Service Locations. The Services shall be provided from the Genpact Service Locations and Customer Service Locations.

5.2 Genpact Service Locations. During the Term, Genpact may add or remove Genpact Service Locations with Customer's prior written consent, and any incremental expenses incurred by Customer as a result of such addition or removal shall be reimbursed by Genpact. Customer shall document such incremental expenses in reasonable detail and, upon Genpact's request, provide such documentation to Genpact. To the extent otherwise detailed and listed in the relevant Statement of Work, all equipment, personnel and seats used to provide the Services shall be dedicated to Customer.

5.3 Project Staff. During the term of the relevant Statement of Work, Genpact shall:

(i) depute such appropriately skilled and qualified personnel as are mutually agreed to with the Customer to provide Services to the Customer in accordance with this Agreement and the relevant Statement of Work. Genpact agrees that Genpact shall conduct background checks for its Project Staff in accordance with the Background Policy detailed in Exhibit 4 prior to such employee's performance of Services. Where services are to be performed through a subcontractor, the subcontractor shall ensure that the personnel deputed by the subcontractor have undergone background checks in accordance with the Background Check Policy, prior to such employee's performance of Services, unless any deviations thereof have been approved in advance by the Customer. Genpact will be responsible for compliance with all employment laws for the Project Staff including but not limited to Immigration Laws.

(ii) use commercially reasonable efforts to keep the turnover rate of Project Staff below mutually agreed upon threshold limits as set forth on the applicable Statement of Work. If turnover is excessive, Genpact will (a) determine the cause of the excess, and (b) implement and maintain, on a commercially reasonable basis, a program designed to retain the Project Staff. Turnover target or threshold limit will only be used for management purposes and will not be deemed as a service level for the Services provided. Notwithstanding any turnover of Genpact personnel, Genpact will remain obligated to perform the Services without degradation and in accordance with the agreed upon service levels.

(iii) ensure continuity of personnel deputed for performance of Services for not less than 18 months from their deputation except for reasons such as termination of employment, death, major illness, permanent disability or similar reasons pertaining to any personnel.

5.4 Customer Service Locations.

- (a) At no cost to Genpact and to the extent necessary for Genpact to provide the Services, Customer will provide Genpact with (i) reasonable access to the Customer Service Locations and (ii) suitable office resources (including access to office equipment and services, office space, parking, furniture, normal office equipment and support, computer resources, telephone service, facsimile machines, photocopy machines and other reasonable facilities and supplies relating to the Services, heating, air conditioning, electricity, water, security and other maintenance services) in each Customer Service Location reasonably necessary for Genpact to perform its obligations under this Agreement.
- (b) While at any Customer Service Locations, the Project Staff will comply with Customer's standard workplace security, administrative, safety and other policies and procedures applicable to Customer's own employees. Customer will provide Genpact with a copy of each such policy and procedure and will notify Genpact of any subsequent modifications or amendments thereto.

ARTICLE 6 CHANGE CONTROL PROCEDURE

- (a) Either Party may propose changes to the scope, terms or conditions of the Services (a "Change") in accordance with the procedures described hereunder in this Section 6(a) ("Change Control Procedures"). Except as set forth in Section 6(e), neither Party shall be entitled to or obligated by any such Change until it has been presented and approved by both Parties in accordance with such Change Control Procedures. Once approved, such a Change shall be deemed to supplement or modify, as applicable, the terms and conditions of the Statement of Work to which it pertains.
- (b) To propose a Change, the Party's Account Representative shall deliver a written proposal (a "Change Order Proposal") to the other Party's Account Representative specifying (i) the proposed Change, (ii) the objective or purpose of such Change, (iii) the requirements and specifications of the deliverables, if any, to be delivered pursuant to such Change, and (iv) the requested prioritization and schedule for such Change.
- (c) Within 10 business days following receipt of the Change Order Proposal, Customer and Genpact shall, in good faith, meet to review and discuss the scope and nature of the Change Order Proposal, the availability of Genpact personnel, expertise and resources to provide such Change and the time period in which such Change will be implemented. Within 10 business days of such meeting, Genpact shall prepare and deliver to Customer a written assessment of the proposal (the "Change Assessment") (i) describing any changes in products, services, assignment of personnel and other resources that Genpact believes will be required, (ii) specifying the increase or decrease in the Fees that would

be required due to such Change, (iii) specifying how the proposed Change would be implemented, (iv) describing the effect, if any, such Change would have on this Agreement, (v) estimating all resources required to implement such Change, (vi) describing the delivery risks and associated risk mitigation plans and (vii) providing such other information as may be relevant to the proposed Change. To the extent that a proposed Change is of such magnitude or complexity that it is not feasible for Genpact to produce a detailed Change Assessment within 10 business days, Genpact shall prepare and deliver to Customer a summary Change Assessment outlining such details regarding the prospective Change as Genpact can ascertain within 10 business days, and the Parties shall agree upon a schedule for the production of a more detailed Change Assessment.

- (d) Customer shall review the Change Assessment and respond within 10 business days of receipt of the Change Assessment, indicating whether Customer desires Genpact to implement the Change pursuant to the Change Assessment. Upon the agreement of both Parties, the Parties will execute a change order (a "Change Order") based upon such Change Assessment. All Change Orders must be approved in writing by both Customer and Genpact before work on the proposed Change commences.
- (e) Notwithstanding the foregoing, Genpact shall have the right in its discretion to designate and make Changes that do not have a material adverse impact on the Service Levels or do not result in an increase in the Fees without resorting to the Change Control Procedures, provided that Genpact shall provide prior notice to the Customer of any such Changes.

ARTICLE 7 SERVICE LEVELS

7.1 General. Each Statement of Work shall set forth the service levels that shall be used to measure Genpact's performance of the applicable Services (the "Service Levels"). Each Statement of Work shall set forth the Deliverables and the Milestones or any criteria for acceptance of service or other such measurement that shall be used to measure Genpact's progress of the applicable Services.

7.2 Relief. Degradations of performance shall not constitute a failure by Genpact to comply with the Service Levels to the extent that any such failure is attributable to any one or more of the following causes:

- (a) the acts or omissions of Customer or any Customer Agent;
- (b) infringements of third party proprietary rights by Customer or any Customer Agent;
- (c) Service or resource reductions requested or approved by Customer; and
- (d) a Force Majeure Event or other similar event that requires implementation of a disaster recovery plan.

7.3 Periodic Review; Annual Improvement. On an annual basis during the Term, the Parties shall review, for each Statement of Work, (a) the then-current Service Levels, (b) generally available information indicating industry-wide improvements of delivery of substantially similar services, (c) improved performance capabilities, including those associated with advances in technology and methods used to provide the Services, and (d) reduced performance capabilities, including those associated with resource reductions requested or approved by Customer. As part of such review process, the Parties may establish additional Service Levels to be added in accordance with the applicable Statement of Work or, subject to the agreement of the Parties through the Change Control Procedures, adjust the existing Service Levels.

7.4 Measurement and Monitoring Tools. Genpact shall implement its measurement and monitoring tools and procedures to measure and monitor Genpact's performance against the Service Levels in any given Statement of Work. Upon Customer's reasonable request, Genpact shall provide Customer with information and access to such measurement and monitoring tools and procedures for purposes of verification.

ARTICLE 8 AUDIT

8.1 Service Audit. Subject to Section 8.3, Genpact shall provide to Customer's third-party auditors and Customer's internal audit staff, as the case may be, access to any facility at which the Services are being performed, appropriate members of the Project Staff and the data and records maintained by Genpact with respect to the Services (a) for the purpose of performing audits and inspections of Customer and its businesses (including any audits necessary to enable Customer to meet its applicable Regulatory Requirements), (b) to verify the integrity of Customer Data and (c) to confirm that the Services are being provided in accordance with this Agreement, including, without limitation, the Information Security Addendum attached hereto as Exhibit 7.

8.2 Financial Audits.

- (a) Subject to Section 8.3, Genpact shall provide to Customer's third-party auditors or Customer's internal audit staff, as the case may be, access to such records and supporting documentation as may be reasonably requested by Customer in order for Customer to determine that the Fees are accurate.
- (b) If, as a result of an audit pursuant to Section 8.2(a), Customer determines that Genpact has overcharged Customer, Customer shall notify Genpact of the amount of such overcharge and Genpact shall credit to Customer the amount of the overcharge in its next monthly invoice. If the audit reveals an undercharge, Genpact shall invoice Customer the amount of such undercharge in its next monthly invoice and Customer shall pay Genpact such amount.

8.3 General Principles Regarding Audits.

- (a) Customer and its auditors shall use reasonable efforts to conduct any audits pursuant to this Article, in a manner that shall result in a minimum of inconvenience and disruption to Genpact's business operations. Customer shall provide Genpact with reasonable prior notice of an audit. Audits may be conducted only during normal business hours and no more frequently than annually with respect to any Statement of Work, unless material deficiencies are discovered or if otherwise required by any Regulatory Requirement or is so mutually agreed between the parties. Customer and its auditors shall not be entitled to audit (i) data or information of other customers of Genpact, (ii) any Genpact proprietary data, including cost information or (iii) any other Genpact Confidential Information that is not relevant for the purposes of the audit. Genpact shall provide reasonable assistance to Customer and its auditors in connection with an audit. All information learned or exchanged in connection with the conduct of an audit, as well as the results of any audit, constitutes Confidential Information.
- (b) Customer shall not use any competitors of Genpact to conduct audits. Upon the request of Customer, Genpact shall promptly identify its competitors.
- (c) The auditors of Customer shall execute and deliver such confidentiality and non-disclosure agreements and comply with such security and confidentiality requirements as Genpact may reasonably request in connection with an audit.
- (d) Customer shall bear its cost in connection with any audits.

ARTICLE 9 GOVERNANCE

9.1 Genpact Account Representative. Genpact shall designate a senior level individual who shall be primarily dedicated to Customer's account who (a) shall be the primary contact for Customer in dealing with Genpact under this Agreement, (b) shall have overall responsibility for managing and coordinating the delivery of the Services, (c) shall meet regularly with the Customer Account Representative and (d) shall have the authority to make decisions with respect to actions to be taken by Genpact in the ordinary course of day-to-day management of Genpact's provision of the Services (the "Genpact Account Representative").

9.2 Customer Account Representative. Customer shall designate a senior level individual who shall (a) be the primary contact for Genpact in dealing with Customer under this Agreement, (b) have overall responsibility for managing and coordinating the receipt of the Services, (c) meet regularly with the Genpact Account Representative and (d) have the authority to make decisions with respect to actions to be taken by Customer in the ordinary course of day- to-day management of Customer's receipt of the Services (the "Customer Account Representative").

9.3 Establishment of Steering Committee. Genpact and Customer shall appoint a steering committee made up of a number of key executives from each Party (including the Genpact Account Representative and the Customer Account Representative), which shall meet from time to time and at such time as the Parties deem appropriate to (a) review and analyze the

Parties' overall performance under this Agreement, (b) review progress on the resolution of issues, (c) provide a strategic outlook for Customer's requirements and (d) attempt, subject to [Section 9.4](#), to resolve any disputes or disagreements under this Agreement (the "[Steering Committee](#)"). Although the Customer Account Representative and the Genpact Account Representative shall remain as members of the Steering Committee, either Party may change its other representatives upon notice to the other Party. All actions or decisions of the Steering Committee shall require the unanimous vote of its members.

9.4 Dispute Resolution. Any dispute arising under this Agreement shall be considered first in person or by telephone by the Account Representatives within 10 days of receipt (the date of receipt, the "[Dispute Date](#)") of a notice addressed to the applicable Account Representative from the other Account Representative referencing this Section and specifying the nature of the dispute. If for any reason, including a failure to meet or communicate, the Account Representatives have not resolved such dispute to the satisfaction of the Parties within 10 days after the Dispute Date, then each of the Account Representatives shall immediately refer such dispute to its designee to the Steering Committee. The Parties' designees to the Steering Committee shall each make a good faith attempt to consider such dispute in person or by telephone within 10 days of a dispute being referred to it. Unless the Parties' designees to the Steering Committee otherwise agree, either Party may pursue its rights and remedies under the Agreement after the earlier of (a) the occurrence of such meeting or telephone conversation of the Parties' designees to the Steering Committee and (b) the date 20 days after the Dispute Date.

9.5 Arbitration. If a dispute cannot be resolved as provided in [Section 9.4](#), either Party may submit the dispute to arbitration as described in this [Section 9.5](#).

- (a) If either Party opts for resolution of the dispute through arbitration, it will, at the end of the 20 day period indicated in Section 9.4, indicate the same by written notice to the other Party. The Parties may, upon mutual written agreement, submit the dispute for binding arbitration to a single arbitrator. If the Parties fail to reach an agreement on the single arbitrator then the dispute shall be referred to arbitration by a panel of three arbitrators, each Party nominating one arbitrator and the arbitrators nominating the umpire. Such arbitrators shall be competent in any technical, employment law or other issues involved in the dispute. The arbitration shall be conducted in accordance with the Rules of the American Arbitration Association in effect at the time of arbitration, except as they may be modified herein or by mutual consent of the Parties. The location of the arbitration shall be New York, USA.
- (b) The Parties agree to exclude the application of the United Nations Convention on Contracts for the International Sale of Goods (1980). In addition, the Parties mutually acknowledge and agree that this Agreement relates solely to the performance of services (not the sale of goods) and, accordingly, shall not be governed by the Uniform Commercial Code of any state having or claiming jurisdiction. The arbitral award shall be in writing, state the reasons for the award, and be final and binding on the Parties. The award may include an award of costs, including reasonable attorneys' fees and disbursements.

**ARTICLE 10
FEES AND PAYMENT TERMS**

10.1 Fees. In consideration for the performance of the Services, Customer shall pay to Genpact the fees set forth in the applicable Statement of Work (the "Fees") plus taxes and other amounts described in this Agreement. The Fees applicable during any renewal of any Statement of Work shall be adjusted subject to the agreement of the Parties.

10.2 Reimbursement of Expenses. Customer shall pay or reimburse Genpact for the reasonable, documented out-of-pocket expenses (including travel and travel-related expenses) incurred by Genpact in connection with Genpact's performance of its obligations under the Statement of Work, in accordance with the terms and conditions identified in the said Statement of Work; provided, however, that prior to incurring any such expenses, Genpact must obtain approval from Customer. Genpact shall separately identify all such reimbursable expenses in the applicable monthly invoice.

10.3 Pass-Through Costs.

- (a) Each Statement of Work shall set forth any costs relating to the Services that shall be incurred by Genpact and shall be passed through to Customer at Genpact's actual, direct cost (i.e., with no handling fees, overhead or other markup by Genpact) for payment by Customer directly to the applicable vendor ("Pass-Through Costs").
- (b) After Genpact's receipt of a third-party invoice for Pass-Through Costs, Genpact shall use reasonable efforts to correct any errors therein and provide the invoice to Customer together with a statement that Genpact has reviewed the invoice and determined that either such invoice appears to be (i) correct and should be paid by Customer or (ii) incorrect and should be questioned by Customer. Genpact shall submit all such invoices to Customer for payment within a reasonable period of time prior to the applicable due date.

10.4 Inflation and Currency Adjustments. The rates identified in a Statement of Work shall be subject to adjustment for inflation and currency movements in the manner described in the relevant Statement of Work.

10.5 Invoices; Method of Payment; Finance Charges.

- (a) Genpact shall render a single consolidated invoice for each Statement of Work in arrears for each month's charges under such Statement of Work.
- (b) Any amount due to Genpact under an invoice shall be due and payable within 30 days after Customer's receipt of Genpact' invoice.
- (c) All amounts to be paid to Genpact under this Agreement shall be paid in U.S. dollars by such method as is determined by the Parties. Any amount not paid when due shall bear interest from the original due date until paid at a rate equal to the lesser of (i) 1.5% per month or (ii) the maximum rate of interest allowed by law.

10.6 Proration. Periodic charges under a Statement of Work shall be computed on a calendar month basis and shall be prorated on a per diem basis for any partial month.

10.7 Taxes.

- (a) Each Party shall be responsible for (i) any personal property taxes on property it owns or leases (other than property subleased to the other Party), (ii) employment taxes of its own employees and (iii) taxes based on its net income or gross receipts.
- (b) Customer shall be responsible for sales, use, excise, value-added, services, withholding, consumption and other taxes and duties, and any interest thereon, that are assessed against either Party, on the provision of the Services (including the reimbursement of expenses). Genpact, on becoming aware, agrees to notify Customer of the possibility of such taxes.
- (c) The Parties shall reasonably cooperate with each other to more accurately determine each Party's tax liability and to minimize such liability to the extent legally permissible. Customer and Genpact shall provide and make available to the other any resale certificates, withholding tax certificates, information regarding out-of-state sales or use of equipment, materials or services, and other exemption certificates or information reasonably requested by either Party.

**ARTICLE 11
PROPRIETARY RIGHTS**

11.1 Customer IP.

- (a) Customer grants to Genpact a global, royalty-free, fully paid-up, non-exclusive, non-transferable license to access, use, and display the Customer Information and Customer Systems solely to the extent necessary to provide the Services. Genpact may sublicense to Genpact Agents the said right to access, use and display the Customer Information and Customer Systems solely to provide those Services that such Genpact Agents are responsible for providing so long as such Genpact Agents agree to abide by the terms of this Agreement. The licenses in the two preceding sentences (i) shall be limited to during the Term and, solely to the extent necessary to provide Termination Assistance Services, during any Termination Assistance Period and (ii) with respect to any third party Software or Documentation, are granted solely to the extent permissible under the applicable third party agreement.
- (b) Customer shall own and have all Intellectual Property rights in and to all Customer Intellectual Property, including, without limitation, the Customer Information and Customer Systems and any modifications or enhancements thereof. To the extent that Genpact has any right, title or interest in and to such modifications or enhancements, Genpact irrevocably assigns, transfers and conveys (and shall cause Genpact Agents and the employees of Genpact and Genpact Agents, to assign, transfer and convey) to Customer without further consideration all of its (and their) right, title and interest in and to such modifications or enhancements. Genpact agrees to execute (and shall cause Genpact Agents and the employees of Genpact and Genpact Agents to execute) any

documents or take any other actions as may be necessary, or as Customer may request, to perfect Customer's ownership in any such modifications or enhancements, at Customer's expense. With respect to any third party Software or Documentation licensed or leased by Customer, the provisions of this [Section 11.1\(b\)](#) shall only apply as between Genpact and Customer.

11.2 Genpact IP.

- (a) Genpact grants to Customer a global, royalty-free, fully paid-up, non-exclusive, non-transferable license to access, use and display the Genpact Information and Genpact Systems solely for Customer's internal use and to the extent necessary for Customer to receive the Services. The licenses granted in the preceding sentence (i) shall be limited to during the Term and, solely to the extent necessary to provide Termination Assistance Services, during any Termination Assistance Period and (ii) with respect to any third party Software or Documentation, are granted solely to the extent permissible under the applicable third party agreement.
- (b) Genpact shall own and have all Intellectual Property rights in and to modifications or enhancements of the Genpact Information and Genpact Systems. Genpact shall be free to use Genpact Intellectual Property along with any modifications or enhancements thereto for any purpose without restrictions from the Customer pursuant to this Agreement. To the extent that Customer has any right, title or interest in and to such modifications or enhancements, Customer irrevocably assigns, transfers and conveys (and shall cause Customer Agents and the employees of Customer and Customer Agents to assign, transfer and convey) to Genpact without further consideration all of its (and their) right, title and interest in and to such modifications or enhancements. Customer agrees to execute (and shall cause Customer Agents, and the employees of Customer and Customer Agents, to execute) any documents or take any other actions as may be necessary, or as Genpact may request, to perfect Genpact' ownership in any such modifications or enhancements, at Genpact' expense. With respect to any third party Software or Documentation licensed or leased by Genpact, the provisions of this [Section 11.2\(b\)](#) shall only apply as between Customer and Genpact.

11.3 Developed Work Product. Customer shall own and have all right, title and interest (including ownership of copyright) in and to any Developed Work Product or enhancement of deliverables created or developed by Genpact pursuant to performance of Services to the Customer under the relevant Statement of Work. Genpact irrevocably assigns, transfers and conveys (and shall cause Genpact Agents, and the employees of Genpact and Genpact Agents, to assign, transfer and convey) to Customer without further consideration all of its (and their) right, title and interest (including ownership of copyright) in and to all Developed Work Product. Genpact acknowledges (and shall cause Genpact Agents, and the employees of Genpact and Genpact Agents, to acknowledge) that Customer shall have the right to obtain and hold in its own name any copyrights in and to the Developed Work Product. Genpact agrees to execute (and shall cause Genpact Agents, and the employees of Genpact and Genpact Agents to execute) any documents or take any other actions as may be necessary, or as the Customer may request, to perfect the ownership of Customer in the Developed Work Product, at the Customer's expense. Notwithstanding anything to the contrary contained hereinabove, the right, title or

interest in and/or with respect to any Intellectual Property belonging to or owned by Genpact, (whether or not embedded in the Developed Work Product or deliverable created or developed during performance of the Services) will continue to belong to and be owned by Genpact and to the extent required by the Customer to use such Developed Work Product or deliverable, Genpact will provide a royalty-free and perpetual license to such Genpact Intellectual Property, limited for the purpose of enabling the Customer to receive and use the Services during the term of the Statement of Work, except however that any Customer confidential or proprietary information contained therein shall remain the exclusive property of Customer.

11.4 Residual Knowledge. Each Party is free to use any generalized ideas, concepts, know-how, or techniques that are developed or provided by the other or jointly by both Parties during the Term, so long as it does not use the Confidential Information of the other Party. Subject to the restrictions set forth herein, Genpact and Customer are free to enter into similar agreements with third parties, and to develop and provide to such third parties materials or services that are similar to those provided under this Agreement.

ARTICLE 12 CONFIDENTIALITY

12.1 Confidential Information.

- (a) Receiving Party shall treat Confidential Information with at least the same degree of care as Receiving Party uses for its own confidential information, and in any event not less than reasonable care, and shall not use, disclose, commercially exploit, duplicate, copy, transmit or otherwise disseminate or permit to be used, disclosed, commercially exploited, duplicated, copied, transmitted or otherwise disseminated such Confidential Information at any time prior to or after the termination or expiration of this Agreement, except as expressly permitted under this Agreement. Receiving Party shall use Confidential Information for the purposes authorized by this Agreement and for no other purpose. Receiving Party shall not remove any copyright notice, trademark notice or proprietary legend set forth on, or contained within, any of the Confidential Information. In no event shall Receiving Party (i) acquire any right in or assert any lien against the Confidential Information of the Disclosing Party or (ii) refuse for any reason to promptly provide the Confidential Information of the Disclosing Party to the Disclosing Party upon its request (excluding copies of such Confidential Information as may be necessary to be retained by Law or Regulatory Requirements).
- (b) In the event of any unauthorized possession, use, knowledge or disclosure of any Confidential Information, the Receiving Party shall:
 - (i) promptly notify the Disclosing Party;
 - (ii) promptly provide the Disclosing Party details thereof, and use reasonable efforts to assist the Disclosing Party in investigating or preventing the recurrence thereof;
 - (iii) use reasonable efforts to cooperate with the Disclosing Party in any litigation and investigation against third parties deemed necessary by the Disclosing Party to protect its proprietary rights in such Confidential Information; and

(iv) promptly use reasonable efforts to prevent a recurrence thereof.

12.2 Disclosure to Employees and other Parties. Receiving Party shall disclose Confidential Information to employees, independent contractors, subcontractors, attorneys, accountants and investment advisors only to the extent such persons have a need to know such Confidential Information for the purposes described in this Agreement, and provided (a) each such person shall be obligated to comply with the terms and conditions of this Agreement and each such person shall either be legally bound to comply with the terms and conditions of this Agreement or so obligated in writing and such obligations continue even in the event such persons leave the employ of, or no longer provide services to, Receiving Party, (b) Receiving Party shall take all reasonable measures to ensure that Confidential Information of the Disclosing Party is not disclosed or duplicated in contravention of the provisions of this Agreement by such officers, agents, subcontractors and employees and (c) the Receiving Party shall assume full responsibility for the acts or omissions of the third Party receiving the Confidential Information.

12.3 Exceptions.

- (a) The obligations set forth in this Article shall not apply to information which (i) is or becomes publicly available through no improper action of the Receiving Party, (ii) is in the Receiving Party's possession independent of its relationship with the Disclosing Party without an obligation of confidentiality, (iii) is independently developed by the Receiving Party without use of any Confidential Information or (iv) is obtained rightfully from a third party without an obligation of confidentiality.
- (b) This Article shall not restrict any disclosure by the Receiving Party (i) pursuant to Law, Regulatory Requirements or the order of any court or Governmental Authority or (ii) if the Receiving Party, in its judgment, determines that any such disclosure is necessary in order to comply with or avoid violation of any request by a regulatory authority, provided that Receiving Party gives prompt notice to the Disclosing Party of such order such that Disclosing Party may (1) interpose an objection to such disclosure, (2) take action to assure confidential handling of the Confidential Information or (3) take such other action as it deems appropriate to protect the Confidential Information.

12.4 Return of Confidential Information. Upon termination or expiration of this Agreement or a Statement of Work, or upon Disclosing Party's earlier request, Receiving Party shall promptly deliver to Disclosing Party all (or for a Statement of Work, all applicable) Confidential Information and shall purge any such Confidential Information from all computer and other data storage systems, and certify to the Disclosing Party in writing that it has done so; provided, however, that Receiving Party shall not be required to return or purge any Confidential Information that it is required to retain pursuant to Law or Regulatory Requirement. Additionally, either Party's legal department may retain one copy of the Confidential Information, in its confidential files for archival purposes only, for a period of three (3) years after termination or expiration of this Agreement, subject in all respects to the terms and conditions of this Agreement.

12.5 Injunctive Relief. Each of the Parties (a) acknowledges that any use or disclosure of Confidential Information in violation of this Agreement may cause irreparable

injury to the Disclosing Party for which other remedies at law would be inadequate and (b) agrees that a Disclosing Party shall have the right to seek injunctive or other equitable relief as may be necessary or appropriate to prevent any use or disclosure of the Confidential Information in violation of this Agreement.

**ARTICLE 13
CUSTOMER INFORMATION**

Genpact acknowledges that as between Genpact and Customer, all Customer Information shall be considered proprietary information of Customer and all right, title and interest in the Customer Information shall be owned by Customer. Genpact shall use Customer Information solely in connection with performing its obligations under this Agreement.

**ARTICLE 14
DATA SECURITY**

Genpact shall implement and maintain the security safeguards and standards as set forth in Exhibit 5 of this Agreement and the Information Security Addendum attached hereto as Exhibit 7 and to the extent further set forth in any relevant Statement of Work. Genpact shall forthwith notify Customer of any breach of security relating to Customer Data.

**ARTICLE 15
REPRESENTATIONS AND WARRANTIES**

15.1 Genpact Representations and Warranties. Genpact hereby represents and warrants to Customer that:

- (a) it is an entity validly existing and in good standing under laws of the State of Delaware;
- (b) it has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;
- (c) it is duly licensed, authorized or qualified to do business and is in good standing in every jurisdiction in which a license, authorization or qualification is required for the ownership or leasing of its assets or the transaction of business of the character transacted by it except where the failure to be so licensed, authorized or qualified would not have a material adverse effect on Genpact's ability to fulfill its obligations under this Agreement; and
- (d) all Services shall be performed in a good, timely professional and workman-like manner in accordance with terms and conditions of this Agreement as applicable to the Services.

15.2 Customer Representations and Warranties. Customer hereby represents and warrants to Genpact that:

- (a) it is an entity validly existing and in good standing under laws of the State of Delaware;

- (b) it has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement; and
- (c) it is duly licensed, authorized or qualified to do business and is in good standing in every jurisdiction in which a license, authorization or qualification is required for the ownership or leasing of its assets or the transaction of business of the character transacted by it except where the failure to be so licensed, authorized or qualified would not have a material adverse effect on Customer's ability to fulfill its obligations under this Agreement.

15.3 No Other Warranties. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY EXPRESS OR IMPLIED, AS TO THE SERVICES OR ANY SOFTWARE, EQUIPMENT OR SYSTEMS, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM COURSE OF PERFORMANCE OR COURSE OF DEALING, OR THAT THE SERVICES SHALL BE PROVIDED ERROR-FREE OR UNINTERRUPTED. GENPACT MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO, AND SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY OF THE CONTENT OF ANY DATA PROVIDED BY CUSTOMER OR CUSTOMER'S REPRESENTATIVES.

ARTICLE 16 COVENANTS

16.1 Genpact Covenants. Genpact covenants that:

- (a) Genpact shall be responsible to comply with all laws and regulations applicable to (i) its business, (ii) its performance of the Services, and (iii) the employment of Project Staff (collectively, the "**Genpact Laws**") such that their obligation to perform Services to the Customer is not adversely affected. Customer shall notify Genpact of any Customer Laws and any changes thereto that would be reasonably likely to have any material adverse impact on Genpact's ability to perform the Services.; and
- (b) Genpact shall not reverse-engineer, decompile, disassemble, or otherwise use any part of the Customer Systems to which it is given access in connection with this Agreement, nor shall Genpact access or generate corresponding higher level code, access the logic intrinsic thereto, or aid, abide or permit another to do so.
- (c) (i) Genpact shall, at its own cost and expense, annually provide Customer a SAS 70 Type II audit report in accordance with the American Institute of Certified Public Accountants ("**AICPA**") Statement on Auditing Standards Number 70 ("**SAS 70**") for "Genpact General Environment Controls" (e.g., IT, Physical Security, Hiring, Training) that support customer service delivery in relation to its facilities from which the Services are provided, over a review period of six (6) months, no later than December 31 of each calendar year during the Term. All such audits shall be conducted by an independent audit firm.

With respect to facilities as detailed in the Statement of Work for performance of the Services by Genpact, the reports will be in accordance with as stated below:

- The SAS 70 Type II audit reports for the Philippines sites for the calendar year 2009 shall be made available on or before October 31, 2009.
- A SAS 70 Type I audit report for the Guatemala site shall be made available on or before September 30, 2009. Genpact commits to providing a SAS 70 Type II audit report for Guatemala by September 2010.

(ii) Process SAS 70 Audits apart from the above mentioned, if required by Customer, will be at Customer's cost and expense.

(iii) Genpact shall issue their first audit reports (for the audits described in this Section 16.1(c)(i)) in calendar year 2009. Genpact shall promptly deliver all such audit reports to Customer as they are made available to Genpact. These audit reports delivered to Customer shall be complete and not merely summaries. Further, in case of deficiencies or problems being identified in the reports, Genpact shall prepare and implement a corrective action plan to correct such deficiencies or resolve any problems so identified.

16.2 Customer Covenants. Customer covenants that:

- (a) Customer shall be responsible to comply with the "**Customer Laws**" which means all laws and regulations applicable to (i) Customer's receipt and use of the Services (other than Genpact Laws) and (ii) the Customer's business; and
- (b) Customer shall not reverse-engineer, decompile, disassemble, or otherwise use any part of the Genpact Systems to which it is given access in connection with this Agreement, nor shall Customer access or generate corresponding higher level code, access the logic intrinsic thereto, or aid, abide or permit another to do so.

ARTICLE 17 TERMINATION

17.1 Termination for Cause.

- (a) Either Party shall have the right to terminate this Agreement in the event the other Party is in material breach of any representation, warranty, covenant or obligation under this Agreement or a Statement of Work and such defaulting-Party does not cure such breach within thirty (30) days of receipt of a notice of the breach.
- (b) Either Party shall have the immediate right to terminate this Agreement upon written notice in the event that the other Party violates any Laws resulting in either Party's inability to continue performance of its obligations under this Agreement.

17.2 Termination for Insolvency. If a Party becomes Insolvent and such Insolvent Party does not cease to be Insolvent within 30 days of receipt of notice from the other Party

pursuant to this Section, then the other Party may, by giving notice to such insolvent Party, terminate this Agreement and all of the Statements of Work as of the date specified in such notice of termination.

17.3 Termination Assistance Services. Commencing at the later of (i) six months prior to the scheduled expiration date of a Statement of Work and (ii) the delivery of any notice of termination or non-renewal of such Statement of Work (or such other date as agreed by the Parties), and continuing until the effective date of such expiration or termination (the "**Termination Assistance Period**"), Genpact shall provide to Customer, such reasonable cooperation, assistance and services as specified in the Statement of Work (the "**Termination Assistance Services**"). Genpact shall be relieved from a failure to meet the Service Levels during the Termination Assistance Period only to the extent that such failure is the result of the transition of applicable Services from Genpact. Customer, its employees and its agents shall cooperate in good faith with Genpact in connection with Genpact's obligations under this Section 17.3. Termination Assistance Services shall be provided by Genpact on a time and materials basis and at the fees set forth in the applicable Statement of Work (the "**Termination Assistance Fees**"). The Customer agrees that where the Customer fails to pay the undisputed service charges when due or where it has breached any regulatory requirements resulting in Genpact's inability to perform the Services, Genpact shall provide the termination assistance services only after curing of the breach by the Customer.

Genpact agrees to maintain continuity of service of the personnel and equipment dedicated for performance of the Services during the Termination Assistance Period in accordance with the termination assistance plan except for any termination of employment due to illness, death or causes beyond the control of Genpact.

ARTICLE 18 INDEMNIFICATION

18.1 By Genpact. Genpact shall indemnify, defend and hold harmless Customer and its officers, directors and employees from and against any Losses arising out of, or relating to, any Claim against Customer by a third party:

- (a) that any Developed Work Product created by Genpact, Genpact Information, the Genpact Systems or other resources or items (or the access or other rights thereto) provided by Genpact to Customer pursuant to this Agreement infringes the Intellectual Property rights of that third party (except to the extent such infringement is caused by (i) a modification or enhancement, or misuse, by Customer, (ii) failure by Customer to use new or corrected versions of such Developed Work Product, Genpact Information, the Genpact Systems or other resources or items, provided that Customer is notified that use of such new or correct version is necessary to avoid infringement, (iii) the combination, operation or use by Customer with products or information not furnished or authorized by Genpact or (iv) information, directions, specifications or materials provided by Customer);
- (b) for any intentional misconduct or fraud of Genpact or Genpact Agents in connection with this Agreement;

- (c) regarding the unauthorized or fraudulent application for, access to or use of Customer's customer data by any person, to the extent such unauthorized act is caused by the gross negligence or intentional misconduct of Genpact or Genpact Agents;
- (d) related to any acts of Genpact which do not comply with Laws; or
- (e) relating to any amounts, including taxes, interest and penalties assessed against Customer that are the obligations of Genpact pursuant to [Section 10.7](#).

18.2 By Customer. Customer shall indemnify, defend and hold harmless Genpact and its officers, directors and employees from and against any Losses arising out of, or relating to, any Claim against Genpact by a third party:

- (a) that any Developed Work Product created by Customer, Customer Information, the Customer Systems or other resources or items (or the access or other rights thereto) provided by Customer to Genpact pursuant to this Agreement infringes the Intellectual Property rights of that third party (except to the extent such infringement is caused by (i) a modification or enhancement, or misuse, by Genpact, (ii) failure by Genpact to use new or corrected versions of such Customer Information, Customer Systems or other resources or items provided by Genpact, provided that Genpact is notified that use of such new or correct version is necessary to avoid infringement, (iii) the combination, operation or use by Genpact with products or information not furnished or authorized by Customer or (iv) information, directions, specifications or materials provided by Genpact;
- (b) for (i) bodily injury, illness or death or (ii) damages to any tangible personal or real property, in each case, resulting from the negligent or willful acts or omissions of Customer or Customer Agents in connection with this Agreement;
- (c) relating to any amounts, including taxes, interest and penalties assessed against Genpact that are the obligations of Customer pursuant to [Section 10.7](#);
- (d) Non-compliance with Law related to the receipt and use of the Services by any act of Customer; or
- (e) for any intentional misconduct or fraud of Customer or Customer Agents in connection with this Agreement.

18.3 Obligation to Replace. If any resource or item (or the access or rights thereto) provided by a Party pursuant to this Agreement is, or in such Party's reasonable judgment is likely to become, the subject of an infringement Claim, the providing Party, at its expense (and in addition to any indemnification obligation) shall use reasonable efforts to procure for the other Party the right to use and continue using such resource or item or replace it with a non-infringing equivalent or modify it to make its use non-infringing; provided, however, that any such replacement or modification does not result in a degradation of the performance or quality of the resource or item. If such procurement or replacement is not available on commercially reasonable terms in the providing Party's reasonable judgment, the providing Party shall so notify the other Party, whereupon the other Party shall cease to use such resource or item and return it to the providing Party and the Parties shall equitably adjust the applicable Fees

accordingly. In such event, the Parties shall seek to establish acceptable alternative arrangements and to make any appropriate adjustments to their respective obligations under this Agreement through the execution of a Change Order.

18.4 Indemnification Procedures. If any Claim is commenced against a Party entitled to indemnification under [Section 18.1](#) or [Section 18.2](#) (an “**Indemnified Party**”), notice thereof shall be given to the entity that is obligated to provide indemnification (the “**Indemnifying Party**”) as promptly as practicable but in no event less than 20 days prior to the date on which the response to such Claim is due (or immediately, if less than 20 days). After such notice, if the Indemnifying Party acknowledges that this Agreement applies with respect to such Claim, then the Indemnifying Party shall be entitled, if it so elects, in a notice delivered to the Indemnified Party not less than 10 days prior to the date on which a response to such Claim is due (or immediately, if less than 10 days), to immediately take control of the defense and investigation of such Claim and to employ and engage attorneys acceptable to the Indemnified Party to handle and defend the same, at the Indemnifying Party’s expense. The Indemnified Party shall cooperate in all reasonable respects with the Indemnifying Party and its attorneys in the investigation, trial and defense of such Claim and any appeal arising therefrom; provided, however, that the Indemnified Party may, at its own expense, participate (through its attorneys or otherwise) in such investigation, trial and defense of such Claim and any appeal arising therefrom but shall have no power to settle such Claim without the prior consent of the Indemnifying Party. No settlement of a Claim that involves a remedy other than the payment of money by the Indemnifying Party shall be entered into without the consent of the Indemnified Party. After notice by the Indemnifying Party to the Indemnified Party of its election to assume full control of the defense of any such Claim, the Indemnifying Party shall not be liable to the Indemnified Party for any legal expenses incurred thereafter by such Indemnified Party in connection with the defense of that Claim. If the Indemnifying Party does not assume full control over the defense of a Claim subject to such defense as provided in this Section, the Indemnifying Party may participate in such defense, at its expense, and the Indemnified Party shall have the right to defend the Claim in such manner as it may deem appropriate, at the expense of the Indemnifying Party.

18.5 Indemnification Notice. Any Claim by either Party for indemnification under this Agreement must be made prior to the earlier of three years after such Party becomes aware of the event for which indemnification is claimed or three years after the termination or expiration of this Agreement.

18.6 Mitigation Efforts. Both Genpact and Customer agree to use reasonable efforts to mitigate their own, as well as each other’s Losses suffered in connection with this Agreement (including where any Losses can be mitigated by lawfully pursuing recovery from third parties) and each of Genpact and Customer shall conduct or permit reasonable diligent efforts to so recover.

**ARTICLE 19
LIMITATION OF LIABILITY**

19.1 Direct Damages.

- (a) The aggregate liability of each Party to the other Party for any Losses in any rolling twelve month period, whether based upon Claim in contract, tort (including negligence), misrepresentation, equity or otherwise shall not exceed in aggregate an amount equal to the [*] under the [*] during the [*] immediately [*] the most [*] to [*] (or if [*] occurs in the [*] of the [*] of [*], the amount equal to [*] the [*], provided that in the case of any [*] whose [*] is [*], the amount equal to the [*]), less any [*] to the [*] under [*] in the said [*].
- (b) The limitation of liability set forth in Section 19.1 shall not apply to (i) [*] of [*] under [*] to [*], (ii) the obligations of [*] in [*], (iii) the obligations of [*] in [*], (iv) the obligations of [*] in [*], or (v) the [*] of [*] to [*] or [*] under any [*].

19.2 Consequential Damages. Neither Party shall be liable for, nor shall the measure of damages include, any indirect, incidental, special, punitive or consequential damages or amounts for loss of income, profits or savings arising out of, or relating to, its performance or failure to perform under this Agreement.

19.3 Contractual Limitation of Action. Neither Party may assert against the other Party any Claim in connection with this Agreement unless the asserting Party has given the other Party notice of the claim within [*] after the asserting Party first knew, or reasonably should have known, of the underlying facts giving rise to such claim.

19.4 Recourse. Each Party shall look only to the corporate or firm assets of the other Party in connection with any Losses hereunder and in no event shall a Party have any claim against any shareholder, partner or holder of an ownership interest in the other Party in connection with this Agreement.

**ARTICLE 20
MISCELLANEOUS**

20.1 Notices. All notices, consents, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given or delivered if (a) delivered personally, (b) five days after mailed postage prepaid by certified mail, return receipt requested, with proper postage prepaid, (c) delivered by facsimile if a confirmation copy is immediately mailed by the sender postage prepaid by certified mail, return receipt requested as provided in (b) above or (d) delivered by recognized courier contracting for same day or next day delivery:

* **Confidential Treatment Requested.**

To Genpact:

Genpact International, Inc.
1251 Avenue of Americas 41st Floor
New York, NY 10020
Attn.: General Counsel
Fax: 646-823-0469

To Customer:

Green Dot Corporation
605 East Huntington Dr., Suite 205
Monrovia, California 91016
Attn: Steven Streit, CEO
Fax: 626-739-3704

With a copy to:

Green Dot Corporation
605 East Huntington Dr., Suite 205
Monrovia, California 91016
Attn: General Counsel
Fax: 626-739-2002

or at such other address as the Parties hereto shall have last designated by notice to the other Parties. Any item delivered personally or by recognized courier contracting for same day or next day delivery shall be deemed delivered on the date of delivery. Facsimile deliveries shall be deemed delivered on the date of transmission by the sender provided sender has evidence of successful transmission and receipt. Any item mailed shall be deemed to have been delivered on the date evidenced on the return receipt.

20.2 Assignment, Binding Effect. Neither this Agreement, nor the rights or obligations of either Party under this Agreement, may be transferred or assigned by either Party without the prior consent of the other Party; provided, however, that in the event of a change of control of the Party, no such consent shall be necessary. Any attempt to assign this Agreement other than as set forth in this Section. This Agreement shall be binding on the Parties and their respective successors and permitted assigns.

20.3 Subcontracting. Genpact shall obtain the prior written approval of Customer prior to engaging any subcontractors (including any affiliates of Genpact) to perform Services for the Company. Notwithstanding the foregoing, Genpact shall be permitted to subcontract the performance of the Services under this Agreement to any of its Affiliates named in Exhibit 8 of this Agreement and the list will be deemed to be amended with respect to any subcontractor named in the relevant Statement of Work. Genpact shall however continue to be solely liable to the Customer for any breaches due to a default of any such subcontractor.

20.4 Force Majeure.

- (a) Neither Genpact nor Customer shall be liable to the other for any delay or non-performance of its obligations under this Agreement arising from any cause beyond its reasonable control including any act of God, governmental act, act of any regulatory authority, supervening illegality, war, malicious damage, fire, flood, explosion, power blackout, breakdown of plant or machinery, loss of utility, civil commotion, industrial dispute, acts or omissions of telecommunications or data communications operators or carriers or of any other third parties or, in relation to Genpact (to the extent not directly attributable to Genpact' negligence), any technical or other problems affecting any operation of the Services (a "Force Majeure Event"). The affected Party shall promptly notify the other Party orally or in writing, as the circumstances warrant, of the cause and the Force Majeure Event and its likely duration. If performance is not resumed within thirty days after the Force Majeure Event, either Party may terminate all affected Statements of Work upon notice.
- (b) In the event of a Force Majeure Event, Genpact and Customer shall use reasonable efforts (including emergency fixes and workarounds) to perform its obligations under this Agreement during the period of suspension.

20.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which taken together shall constitute one single agreement between the Parties.

20.6 Relationship of Parties. Nothing in this Agreement shall constitute or be deemed to constitute a relationship of employer and employee, agency, joint venture or partnership between the Parties hereto or constitute or be deemed to constitute one Party as agent of the other, for any purpose whatsoever, and except as expressly provided herein, neither Party shall have the authority or power to bind the other, or to contract in the name of or create a liability against the other, in any way or for any purpose.

20.7 Consents, Approvals and Requests. Except as specifically set forth in this Agreement, all consents and approvals to be given by either Party under this Agreement shall not be unreasonably withheld or delayed and each Party shall make only reasonable requests under this Agreement.

20.8 Good Faith and Fair Dealing. The performance of all obligations and the exercise of all rights by each Party, except where explicitly stated otherwise (e.g., use of "sole discretion"), shall be governed by the fundamental principle of good faith and fair dealing and by a commercially reasonable standard, including (for clarity) (a) the use of commercially reasonable efforts in performing obligations, (b) not unreasonably withholding or delaying any consent or approval to be given by a Party and (c) making only reasonable requests and providing reasonable notice under this Agreement.

20.9 Severability. If a court of competent jurisdiction hereof declares any provision invalid, such provision shall be ineffective only to the extent of such invalidity, so that the

remainder of that provision and all remaining provisions of this Agreement shall continue in full force and effect.

20.10 Waiver. A waiver by either of the Parties hereto of any breach by the other Party of any of the terms, provisions or conditions of this Agreement or the acquiescence of either Party hereto in any act (whether commission or omission) which but for such acquiescence would be a breach as aforesaid, shall not constitute a general waiver of such term, provision or condition of any subsequent act contrary thereto.

20.11 Remedies Cumulative. No right or remedy herein conferred upon or reserved to either Party is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy under this Agreement, or under applicable Law, whether now or hereafter existing.

20.12 Entire Agreement; Amendments. This Agreement and the Exhibits hereto are incorporated herein by reference, represent the entire understanding between the Parties hereto with respect to the subject matter hereof and supersede all other written or oral agreements heretofore made by or on behalf of Genpact or Customer with respect to the subject matter hereof. No amendment to or waiver or discharge of any provision of this Agreement shall be valid unless in writing signed by the authorized representative of the Party.

20.13 Survival. The provisions of Section 9.4 (Dispute Resolution), Article 10 (Fees), Article 11 (Proprietary Rights), Article 12 (Confidentiality), Section 17.3 (Termination Assistance), Article 18 (Indemnification) Article 19 (Limitation of Liability), Section 20.13 (Survival) and Section 20.19 (Non-solicitation) shall survive any termination or expiration of this Agreement.

20.14 Third Party Beneficiaries. Except as specified in this Agreement, the Parties do not intend to create any obligations of or any rights, causes of action or benefits in favor of any person or entity other than Customer or Genpact.

20.15 Governing Law. The laws of the State of New York govern the interpretation and enforcement of this Agreement without giving effect to its conflicts of law rules.

20.16 Covenant of Further Assurances. Customer and Genpact covenant and agree that, subsequent to the execution and delivery of this Agreement and, without any additional consideration, each of Customer and Genpact shall execute and deliver any further legal instruments and perform any acts that are or may become necessary to effectuate the purposes of this Agreement.

20.17 Negotiated Terms. The Parties agree that the terms and conditions of this Agreement are the result of negotiations between the Parties and that this Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation of this Agreement.

20.18 Export. Customer and Genpact shall not knowingly export or re-export any personal computer system, part, technical data or sub-elements under this Agreement, directly or indirectly, to any destinations prohibited by the government of the United States of America.

The term "technical data" in this context, means such data as is defined as technical data by applicable export regulations in effect in the United States of America.

20.19 Non-solicitation. Neither Party shall solicit, offer work to, employ or contract with the other Party's personnel during the Term and for a period of 12 months following the Term. This Section 20.19 shall not restrict the right of either Party to (a) solicit the employment of personnel of the other Party after such personnel have separated or have been separated from the service of such Party for a period of six months or more, provided that the hiring Party did not solicit such separation or (b) solicit or recruit generally in the media.

20.20 Nondisclosure of Terms. Each Party agrees for itself, its agents, and representatives that the terms of this Agreement are confidential, and neither Party shall disclose any of the terms hereof to any third Party (except for disclosure reasonably made to legal representatives and accountants) without the prior consent of the other Party or as may be required by either Party to comply with applicable Laws.

20.21 Publicity. Neither Party shall utilize the name, trademark or proprietary indicia of the other Party or any Affiliate thereof in any advertising, press releases, publicity, presentation, marketing or other materials, letters or communications, in written, oral or electronic form, without the prior consent of such other Party.

IN WITNESS WHEREOF, the Parties hereto have caused duly authorized representatives of their respective companies to execute this Agreement on the date or dates set forth below.

GENPACT INTERNATIONAL, INC.
acting through its Hungarian Branch

GREEN DOT CORPORATION

By: /s/ Michael Corning
(Signature)

By: Steve Streit
(Signature)

Name: Michael Corning
Title: SVP, Business Development
Date: 5/29/09

Name: Steve Streit
Title: CEO
Date: 5/28/09

Exhibit 1
Definitions

“**Account Representatives**” shall mean the Customer Account Representative and Genpact Account Representative.

“**Affiliate**” shall mean any Person which, directly or indirectly, Controls, is Controlled by, or is under common Control with another entity. The foregoing definition includes any entity that conforms to the definition as of the Effective Date hereof, as well as any entity that conforms to the definition anytime after the Effective Date hereof, provided that any entity shall only be deemed to be an Affiliate hereunder for such period of time that it conforms to the definition during the Term.

“**Agreement**” shall mean this Services Agreement by and between Customer and Genpact and all exhibits and attachments thereto.

“**Change Assessment**” shall have the meaning set forth in **Section 6(b)**.

“**Change Control Procedures**” shall have the meaning set forth in **Section 6(a)**.

“**Change Order Proposal**” shall have the meaning set forth in **Section 6(b)**.

“**Change Order**” shall have the meaning set forth in **Section 6(d)**.

“**Change**” shall have the meaning set forth in **Section 6(a)**.

“**Claim**” shall mean any civil, criminal, administrative, arbitral or investigative action, suit or proceeding.

“**Confidential Information**” shall mean Genpact Confidential Information and/or Customer Confidential Information, as the case may be.

“**Control**” shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through record or beneficial ownership of voting securities, by contract, or otherwise.

“**Customer Account Representative**” shall have the meaning set forth in **Section 9.2**.

“**Customer Agents**” shall mean the agents, subcontractors and representatives of Customer, other than Genpact and Genpact Agents.

“**Customer Confidential Information**” shall mean (a) any information of Customer not generally known to the public (i) which Customer marks as, or claims to Genpact to be, trade secret information, (ii) which is recognizable by its nature to be a trade secret or proprietary or (iii) which Genpact knows to be its trade secret or proprietary information, including Customer Systems, Customer Data, customer lists, customer personal information, any other trade secrets or proprietary information concerning Customer, its sales, personnel or accounting procedures, accounts, operations, devices, techniques, methods, business plans, Software (regardless of its

state of completion or form of recordation), data processing programs, data bases, models, product proposals, internally devised technology, system or network architecture or topology, secret processes, products, capacities, systems, security practices, research, development, machines, inventions, and research projects, and other means used by Customer in the provision of services to customers and in the conduct of business, whether developed, acquired or compiled by Customer and (b) Customer's product proposals, financial information, data, source or object code, documentation, manuals, studies, customer and product development plans and any other materials or information based thereon and information regarding Customer, Customer's businesses plans, policies, procedures, and products.

"Customer Data" shall mean all data and information submitted to Genpact by or on behalf of Customer or other data and information of Customer to which Genpact has access in connection with the provision of the Services, including, but not limited to, any data received from and relating to any customer of Customer.

"Customer Information" shall mean the Customer Data and other information provided to Genpact by Customer pursuant to this Agreement.

"Customer Obligations" shall have the meaning set forth in Section 4.7.

"Customer Service Location(s)" shall mean any Customer service location set forth in the relevant Statement of Work or any other service location owned or leased by Customer.

"Customer Systems" shall mean the computer systems and networks, Software and Documentation owned, licensed or leased by Customer (other than pursuant to Section 11.2) which Genpact is required to access or use in connection with providing the Services.

"Customer Transition Obligations" shall have the meaning set forth in Section 3.1(b).

"Customer" shall mean Green Dot Corporation.

"Deliverables" shall mean the final output to be delivered by Genpact to the Customer under any Statement of Work.

"Developed Work Product" shall mean any work product or other item developed in the course of performance of the Services under this Agreement and is an original, non-derivative work.

"Disclosing Party" shall mean the Party furnishing its Confidential Information to the other Party.

"Dispute Date" shall have the meaning set forth in Section 9.4.

"Documentation" shall mean literary works, including manuals, training materials and documentation.

"Effective Date" shall have the meaning set forth in the Title clause of this Agreement.

“Equipment” shall mean the hardware, machines, and other equipment owned or leased by Genpact and used by Genpact to perform the Services.

“Fees” shall have the meaning set forth in Section 10.1.

“Force Majeure Event” shall have the meaning set forth in Section 20.4.

“Genpact Account Representative” shall have the meaning set forth in Section 9.1.

“Genpact Agents” shall mean the agents, subcontractors and representatives of Genpact.

“Genpact Confidential Information” shall mean (a) any information of Genpact not generally known to the public (i) which Genpact marks as, or claims to Customer to be, trade secret information, (ii) which is recognizable by its nature to be a trade secret or proprietary, or (iii) which Customer knows is deemed by Genpact to be its trade secret or proprietary information, including the Genpact System, Standard Operating Procedures and any other proprietary information concerning Genpact, its sales, personnel or accounting procedures, accounts, operations, devices, techniques, methods, business plans, Software (regardless of its state of completion or form of recordation), data processing programs, data bases, models, product proposals, internally devised technology, system or network architecture or topology, secret processes, products, capacities, systems, security practices, research, development, machines, inventions, and research projects and other means used by Genpact in the provision of services to customers and in the conduct of business, whether developed, acquired or compiled by Genpact and (b) Genpact’ product proposals, financial information, data, source or object code, documentation, manuals, studies, customer and product development plans and any other materials or information based thereon and information regarding Genpact, Genpact’ businesses plans, Genpact’ other Customers, policies, procedures, and products.

“Genpact Information” shall mean the Genpact’ Documentation and other information provided to Customer pursuant to this Agreement.

“Genpact Service Location(s)” shall mean any Genpact service location set forth in the relevant Statement of Work and any other service location owned or leased by Genpact that is used to provide the Services.

“Genpact Systems” shall mean the computer systems and networks, Software and Documentation owned, licensed or leased by Genpact (other than pursuant to Section 11.1) that are used by Genpact to provide the Services.

“Genpact Transition Obligations” shall have the meaning set forth in Section 3.1.

“Genpact” shall mean Genpact International, Luxembourg, Hungarian Branch, organized under the laws of Luxembourg.

“Governmental Authority” shall mean any federal, state, municipal, local, territorial, or other governmental department, regulatory authority, judicial or administrative body, whether domestic, international or foreign.

“Immigration Laws” shall mean laws and regulations which govern the immigration and nationality in a country.

“Indemnified Party” shall have the meaning set forth in Section 18.1.

“Indemnifying Party” shall have the meaning set forth in Section 18.1.

“Insolvent” shall mean (a) becomes insolvent or is unable to pay its debts as they fall due, (b) is the subject of an order made or a resolution passed for the administration, receivership, winding-up, liquidation, rehabilitation or dissolution (otherwise than for the purpose of a solvent amalgamation or reconstruction), (c) has an administrative or other receiver, manager, examiner, trustee, liquidator, administrator, or similar officer appointed over all or any substantial part of its assets, (d) is subject to the levying of distress against any of its assets, (e) enters into or proposes any composition or arrangement with its creditors or any assignment for the benefit of creditors or indicates an intention to file for protection under Chapter 7 or Chapter 11 of the U.S. Bankruptcy Code, (f) ceases or suspends generally the payment of its debts or is unable to pay its debts, commences negotiations with all or any class of its creditors with a view to the general readjustment or rescheduling of all or any class of creditors, is the subject of any proceedings relating to reconstruction or readjustment of debts or has a moratorium declared in respect of all or any class of its debts or (g) is the subject of any events or circumstances analogous to the foregoing under the insolvency, debtor-creditor or other Laws in any applicable jurisdiction.

“Intellectual Property” means all of the following, whether protected, created or arising under the Laws of the United States or any other foreign jurisdiction: (i) patents, patent applications (along with all patents issuing thereon), statutory invention registrations, and divisions, continuations, continuations-in-part, and substitute applications of the foregoing, and any extensions, reissues, restorations and reexaminations of the foregoing, and all rights therein provided by international treaties or conventions, (ii) copyrights, mask work rights, database rights and design rights, whether or not registered, published or unpublished, and registrations and applications for registration thereof, and all rights therein whether provided by international treaties or conventions or otherwise, (iii) trade secrets, (iv) trademarks, service marks, trade names, service names, trade dress, logos and other identifiers of source, including all goodwill associated therewith and all common law rights, registrations and applications for registration thereof, and all rights therein provided by international treaties or conventions, and all reissues, extensions and renewals of any of the foregoing, (v) all rights arising from or in respect of domain names and domain name registrations and reservations, and (vi) all other applications and registrations related to any of the rights set forth in the foregoing clauses (i)-(v) above.

“Law” shall mean any declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction of or by any Governmental Authority.

“Losses” shall mean any and all damages, fines, penalties, deficiencies, losses, liabilities (including settlements and judgments) and expenses (including interest, court costs, reasonable fees and expenses of attorneys, accountants and other experts and professionals or other reasonable fees and expenses of litigation or other proceedings or of any Claim, default or assessment).

“Milestones” shall mean certain targets in the development of the Deliverables to be mutually agreed upon by the Customer and Genpact in any Statement of Work.

“Parties” shall mean Customer and Genpact.

“Party” shall mean either Customer or Genpact, as applicable.

“Pass-Through Costs” shall have the meaning set forth in Section 10.3.

“Person” shall mean any consumer and/or corporation, partnership or other entity located within or outside the United States and its territories.

“Project Staff” shall mean the personnel of Genpact and Genpact Agents who provide the Services.

“Receiving Party” shall mean the Party which receives Confidential Information from the other Party.

“Regulatory Requirements” shall mean the Laws to which Customer or Genpact, as applicable, is required to submit or voluntarily submits from time to time.

“Service Commencement Date” shall mean, for a Statement of Work, the date upon which Genpact begins to provide the applicable Services, as such date is set forth in the applicable Transition Plan.

“Service Levels” shall have the meaning set forth in Section 7.1.

“Services” shall mean the (a) Genpact Transition Obligations, (b) Services, and (c) Termination Assistance Services.

“Software” shall mean any applications programs, operating system software, computer software languages, utilities, other computer programs and related documentation, in whatever form or media, including the tangible media upon which such applications programs, operating system software, computer software languages, utilities, other computer programs and related documentation are recorded or printed, together with all corrections, improvements, updates and releases thereof.

“Standard Operating Procedures” shall mean a document which describes the processes and procedures applicable to the Designated Service.

“Statement of Work” shall mean an order for Services agreed to and entered into by the Parties as provided in Section 4.1 and which describes the obligations of the Parties with respect to such Services, including a description of the Services, Customer Obligations, Service Levels, assumptions, Fees, reports, disaster recovery Services, and Termination Assistance Services.

“Steering Committee” shall have the meaning set forth in Section 9.3.

“Strategic Collaboration Agreement” shall have the meaning set forth in the Recitals.

"Term" shall have the meaning set forth in Article 2.

"Termination Assistance Fees" shall have the meaning set forth in Section 17.3.

"Termination Assistance Period" shall have the meaning set forth in Section 17.3.

"Termination Assistance Services" shall have the meaning set forth in Section 17.3.

"Transition Plan" shall have the meaning set forth in Section 3.1.

"Transition Schedule" shall have the meaning set forth in Section 3.1.

"Transition Services" shall have the meaning set forth in Section 3.1.

Exhibit 2
Form of Statement of Work

DESCRIPTION OF SERVICES/DELIVERABLES:

RESOURCES:

DURATION/LOCATION:

SERVICE LEVELS/MILESTONES:

ASSUMPTIONS:

SERVICE LOCATIONS:

FEES:

REPORTS:

DATA SECURITY:

DISASTER RECOVERY SERVICES:

TERMINATION ASSISTANCE SERVICES:

Exhibit 3
Disaster Recovery Policy

Not Applicable.

Exhibit 4
Background Check Policy

GENPACT PHILIPPINES HR POLICY AND PROCEDURE

NAME OF POLICY	Background Check
POLICY NUMBER	
POLICY VERSION	
DATE ISSUED	
VALID UP TO	
COVERAGE	Genpact Services LLC, Philippines
PROPOSED BY	Human Resources Team
APPROVED BY	Management Team of Genpact

PURPOSE STATEMENT

To provide guidelines for the Background check process in hiring, to ensure that an employee who is joining the organization, has his/her information verified. This information includes the Educational Qualification, Previous Employment Records, Permanent or Current Address verification and Medical Check of all employees.

DEFINITION

Background Check process is currently outsourced to three (3) vendors: Dun & Bradstreet for Band 5, CIBI for Bands 4 and up, and Intellicare for pre-employment medical check up for all bands. Background Check reports for Band 5 are done thru telephone verification for educational, residence, and previous employment check. Background check reports for bands 4 and up are done both thru telephone verification and residence visit. All pre-employment medical check ups are done upon acceptance of job offer and accomplishment of the medical check-up endorsement slip.

These guidelines are applicable to all the team members in hiring team as well as Business HR of the joining employee.

SCOPE

1. Background Check Process
2. Exception Rules & Policies

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VERSION
1

Issue date

File Name:
Corrective Action
Plan

Page 1

3. Contents of Background Check Reports
4. Settling Discrepancies in Background Check Reports

GUIDELINES AND RESPONSIBILITY

1. Background Check Process

Background Check for all bands is initiated upon acceptance of job offer and accomplishment of the Educational and Employment Authorization Letters. All employee verification should be completed within 7 to 14 working days upon initiation of background check and before they are onboarded.

2. Exception Rules and Policies

With effect from 23rd of October 2007, selected and qualified candidates will only be onboarded once the result of their background check is positive and complete. Hiring team will seek approval to onboard those employees whose background check is under progress.

- a. No Background check needs to be done for employee movements and promotions within Genpact. The process applies to new joiners only.
 - b. Employment should be verified for last 3 years or last 3 employments whichever is longer.
 - c. Vendor should not disclose Genpact name unless specifically asked.
 - d. The necessary documentation is presented to Business HR for appropriate managerial decision.
 - e. The personnel are deputed for client operations only after they successfully clear the background checks effective 23rd of October 2007.
 - f. All exceptions to background check policy can be approved by Business HR in consultation with the Service Delivery Leader (SDL).
3. Contents of Background Check Reports
- a. Background Check Reports of Band 5 contains the following:
 - Previous Employment Verification
 - Educational Verification
 - Residence Check
 - Court Listing
 - Credit Card Investigation
-

b. Background Check Reports of Band 4 and up contains the following:

- Previous Employment Verification
- Educational Verification
- Residence & Neighborhood Check
- Court Listing
- Credit Card Investigation
- Terrorist/Possible Terrorist Listing
- Character Reference Check

4. In case of discrepancy or negative background check report of employee, hiring team will present and forward the report to the Employee Relations Manager to have a discussion and/or require additional documents from employee that will justify/validate the result of the background check. Any case that will require a decision or approval from management will be presented to Business HR for appropriate managerial decision or sanction.

IMPLEMENTATION:

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Document version
Date of Release
Date last edited

Version 1

GENPACT GUATEMALA HR POLICY AND PROCEDURE

NAME OF POLICY	Background Check Policy
POLICY VERSION	1
DATE ISSUED	June 1, 2008
VALID UP TO	Next Policy version is implemented
COVERAGE	Genpact Services Guatemala
PREPARED BY	Suzzette Santos
APPROVED BY	Nitin Bhat

PURPOSE STATEMENT

To provide guidelines for the Background check process in hiring, to ensure that an employee who is joining the organization, has his/her information verified. This information includes the Educational Qualification, Previous Employment Records, Permanent or Current Address verification, police and criminal records and Drug screen Check of all employees.

DEFINITION

Background Check process is currently outsourced to vendor: ISP for Bands 5 and up, and for Drug screen check up for all bands. Background Check reports for Band 5 are done thru telephone verification for educational, residence, and previous employment check. Background check reports for bands 4 and up are done both thru telephone verification also.

These guidelines are applicable to all the team members in hiring team as well as Business HR of the joining employee.

SCOPE

1. Background Check Process
2. Exception Rules & Policies
3. Contents of Background Check Reports
4. Settling Discrepancies in Background Check Reports

Genpact Internal Classification

GUIDELINES AND RESPONSIBILITY

1. Background Check Process

Background Check for all bands is initiated upon acceptance of job offer and accomplishment of the Authorization Letters from the candidate to initiate Background investigation. All employee verification should be completed within 15 working days upon initiation of background check and before they are onboarded.

2. Exception Rules and Policies

The selected and qualified candidates will only be onboarded once the result of their background check is positive and complete including the Drug Screen. Hiring team will seek approval from HR Leader in consultation with SDL to onboard those employees whose background check is under progress.

- a. No Background check needs to be done for employee movements and promotions within Genpact. The process applies to new joiners only.
- b. Employment should be verified for last 3 years or last 3 employments whichever is longer.
- c. Vendor should not disclose Genpact name unless specifically asked.
- d. The necessary documentation is presented to Business HR for appropriate managerial decision.
- e. In the event that a band 4 candidate's Background check is completed only partially, the candidate needs to present supporting original documents and submit photocopy of the same(for sections that could not be verified by the Background check vendor) at the time of On boarding. In the absence of these supporting documents — the band 4 and up candidates would not be onboarded.
- f. All exceptions to background check policy can be approved by Business HR in consultation with the Service Delivery Leader (SDL).

3. Contents of Background Check Reports

- a. Background Check Reports of Band 5 contains the following:

Grade A (mandatory check)

- Previous Employment Verification
- Court Listing

Grade B

- Educational Verification
 - Credit Card Investigation
-

b. Background Check Reports of Band 4 and up contains the following:

- Previous Employment Verification
- Educational Verification
- Court Listing
- Credit Card Investigation
- Multi-Jurisdictional database search

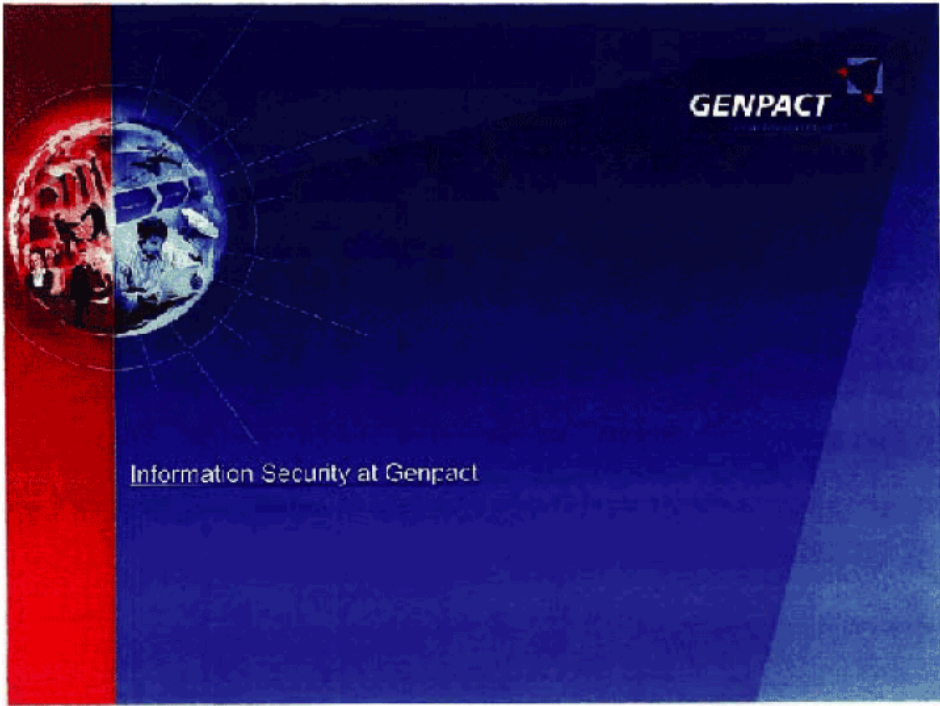
4. In case of discrepancy or negative background check report of employee, hiring team will present and forward the report to the Employee Relations Manager to have a discussion and/or require additional documents from employee that will justify/validate the result of the background check. Any case that will require a decision or approval from management will be presented to Business HR for appropriate managerial decision or sanction.

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Genpact Internal Classification

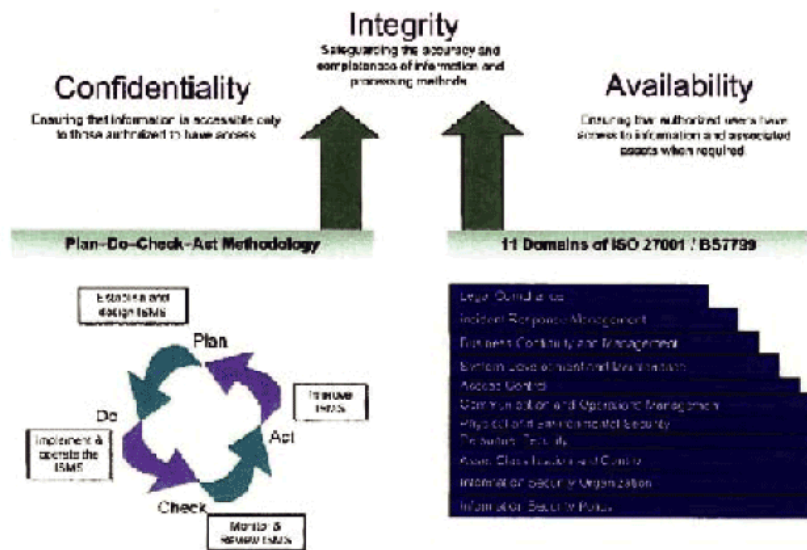
Exhibit 5
Data Security Policy

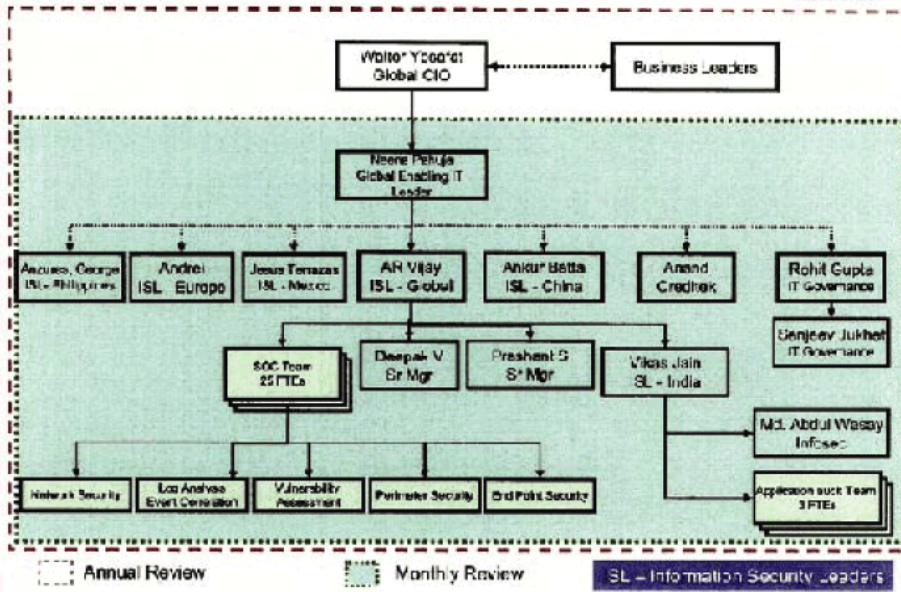


Compliance Initiatives at Genpact

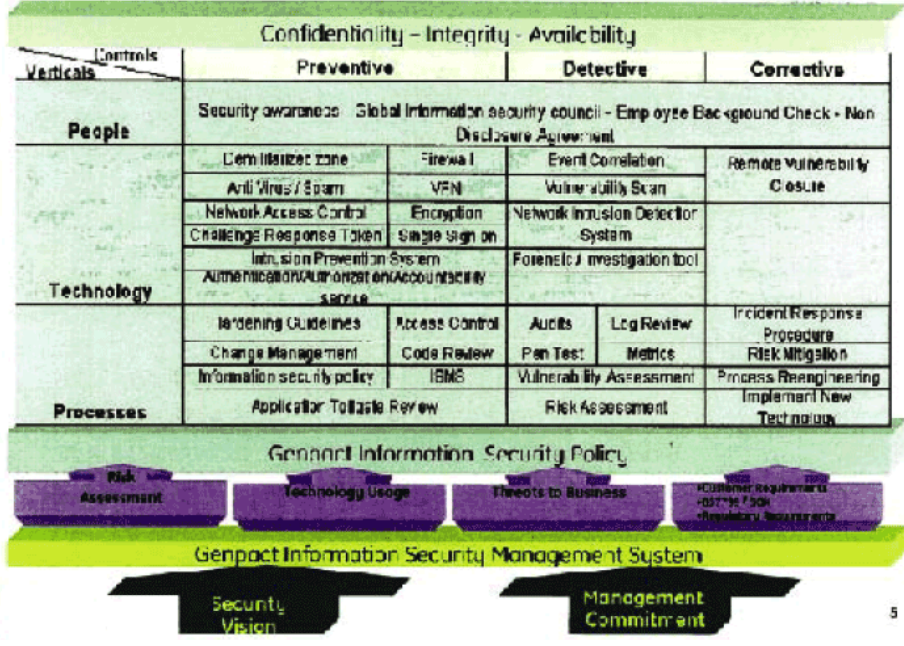


- ▶ **BS7799/ISO 27001 Certified - since 2003** - DNV
- ▶ **SOX-CIVI IT404 Compliance - 2003 & 2004** - KPMG / PWC
- ▶ **SAS70 (Type II) – 2005-08** - KPMG
- ▶ **Independent Penetration testing** - KPMG
- ▶ **Internal Audits – Periodical** - Info Sec Team
- ▶ **Customer Audits - On Need basis** - Customer
- ▶ **Vulnerability Assessments - Weekly** - Info Sec Team
- ▶ **Risk Assessment – Annual** - Info Sec Team
- ▶ **Incident Response Procedure** - CIRT
- ▶ **Ombudsperson Process** - Legal Team





Information Security Framework



- ▶ **Two factor authentication**
- ▶ **Isolated access controlled cages within Data center for respective customers upon customer request**
- ▶ **Work flow based authorization process**
- ▶ **Encrypted backup on Daily, Weekly & Monthly basis**
- ▶ **Tapes retention period for backup:**
 - **Daily backup – 6 days**
 - **Weekly backup – 4 weeks**
 - **Monthly backup – 1 year**
 - **Yearly backup – Depends on customer requirement**
- ▶ **Regular audits to verify Backup and restoration**

Classify Documents

- ▶ **Public**
 - Non-sensitive information available to public.
Example: Press releases, company advertising
 - Impact of unauthorized disclosure: No harm
- ▶ **Internal**
 - Information that belongs to the company.
Example: Company organizational charts, telephone directories
 - Impact of unauthorized disclosure: Limited harm
- ▶ **Confidential**
 - Information that is sensitive or confidential for the company. Example: Cost or pricing information, EMS data
 - Impact of unauthorized disclosure: Significant harm
- ▶ **Restricted**
 - Extremely sensitive or private information.
Example: Merger/acquisition-related information, strategic plans
 - Impact of unauthorized disclosure: Severe harm

User Access Controls



- ▶ Centralize registration & de-reg stration procedure
- ▶ Genpact applications and systems are Single Sign On (SSO) enabled – Sun Identity Management
- ▶ Privileges are allocated to individuals on a need-to-use basis through authorization process

Removable Media Management Controls

- ▶ Hard disks & Magnetic tapes are sanitized using Kill disk
- ▶ Floppy disks and CD's physically destroyed using industrial shredders
- ▶ Use of Floppy, DVD, CD writers and USB are prohibited to prevent data leakage. Exceptions have to be approved by Info Sec team
- ▶ Personal hardware (eg. mobile phones, PDA's) not allowed to connect to Genpact computing environment unless explicitly permitted
- ▶ Where sensitive information is required to be sent, special controls considered eg. use of locked and sealed containers, digital signatures / encryption, hand delivery etc.

Anti-virus Management



- ▶ **Implemented Centralized Antivirus management System**
- ▶ **99% + systems are getting updated with latest virus definition within a day**
- ▶ **24X7 Security Operations team monitors SAV Console on real time basis**
- ▶ **No major virus outbreak happened in last 5 years**

Patch Rollout Process

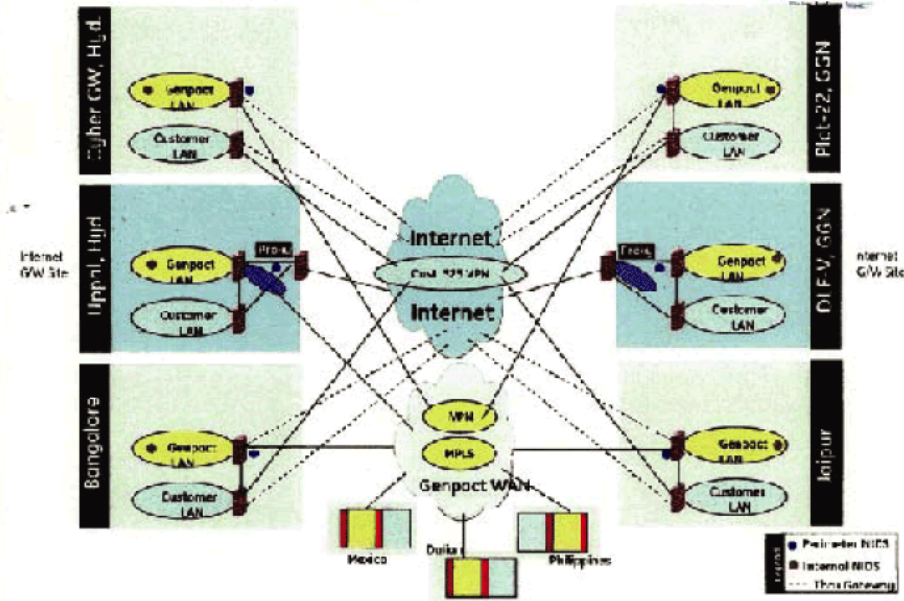
- ▶ **98% + systems are getting updated with latest security patches in 10 days**
- ▶ **UAT (User Acceptance Test) is undertaken before a Patch rollout**
- ▶ **Patch rollout is done through Software Management system (SMS), Windows software update service (WSUS)**
- ▶ **Vulnerability scanning is done using ISS Internet scanner on a weekly basis to take corrective action**

End-Point Security Controls



- ▶ **Desktop Security Controls**
 - Clear screen policy through automatic screen locks
 - No Floppy, USB, CD-ROM/CD-Writer
 - Automatic Anti-Virus/Patch protection
 - Personal Firewall on all Laptops (Desktops if required)
 - Hard disk encryption for all Laptops through Safeboot
- ▶ **Internet Access Policy**
 - URL Filters; Public Web based emails / chats blocked
- ▶ **Genpact Standard image across desktops... MSI packaging & SMS/WSUS for Software delivery**
- ▶ **Shared Folders / Printer access controls on need basis**
- ▶ **Email / Printer facility on need basis**
- ▶ **Cell-phone /Clear Desk Policy for certain processes**

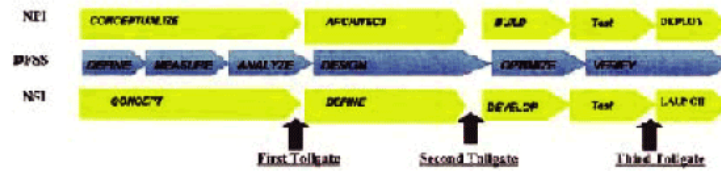
Network Perimeter Security



Application Security Review Process

Toll Gate reviews for home grown Applications

- ▶ Information Security participates from Analysis phase of SDLC
- ▶ Three Toll Gate reviews done by Information Security...
 - Analysis Toll gate review
 - Design Toll gate review
 - UAT Toll gate review



Reviews for other Applications

- ▶ Any new Application or tool Inducted / deployed in Genpact IT environment is to be reviewed by Information Security

Incident Response Procedure



- Incident Response Team consists of cross functional team across Genpact.
- Incident Command Center equipped with necessary equipment to manage critical incidents.
- Employees are communicated through various channels on how to report a security incident.
- Any violation of organizational security policies and procedures by employees is subjected to a formal disciplinary process involving Human Resources (HR) and Legal departments.

Incident Classification

Type	Criteria	Action
Security SEV 1 High Priority High Impact	Material impairment to a mission critical site or application Breach of security with adverse impact to Genpact, its Customers, employees, stockholders, business partners.	Containment
Security SEV 2 Medium Priority Medium Impact	Cross business network/system degradation	Containment
Security SEV 3 Low Priority Low Impact	Isolated system(s) degradation, policy violations; No network impact Known remediation	Remediation

INFORMATION SECURITY
POLICY



GENPACT
Information Systems Security Manual

INFORMATION SECURITY
POLICY

Issue Version R4.5

Disclaimer: It is the responsibility of every user to comply with GENPACT Information Security Policy. Any violation of this policy shall warrant necessary disciplinary action up to termination of employment. Omission from this document does not necessarily constitute permission. If you have any questions regarding an area not covered, please contact your Information Security Leader.

**INFORMATION SECURITY
POLICY**



Documentation Information

Title:	Information Security Policy	Version No.	4.5
Created By:	Anku Batta	Date:	03/21/2007
Approved by:	AR Vijay	Date:	

Version History

Version Number	Version Date	Type of Change	Owner/Author	Reviewed By	Date of Review/Expiry
1.0	01/21/2003	Original Release	Akhil Manchanda		
2.0	06/20/2003	Synchronized with GE Corporate policies	Akhil Manchanda		
2.1	11/14/2003	Minor changes in Associate and Owner definition	Akhil Manchanda		
3.0	11/9/2004	Updated to reflect changes suggested in Internal audit & Gap Analysis	Girija Shankar		
3.1	06/17/2005	Minor changes related to classification label and updating of links	AR Vijay		
3.2	09/30/2005	Converted Gecis to Genpact	AR Vijay		
3.3	11/24/2005	Minor changes related to updating of links	AR Vijay		
4.0	02/22/2006	Reviewed & updated to comply with ISO: 27001	Ankur Batta	AR Vijay	
4.1	03/21/2007	Incorporated Modem and Wireless LAN Guidelines	Kishore Kandalai	AR Vijay	
4.2	03/21/2007	Added ISO 27001 Control in "Acceptable Usage" Section	Kishore Kandalai	AR Vijay	
4.3	10/22/2007	Minor change to "Acceptable Usage" section	AR Vijay	AR Vijay	
4.4	04/14/2008	Added, "Work From Home Policy" & "Blackberry Usage Guidelines".	Abdul Wasay Mohd.	AR Vijay	Need based
4.5	09/10/2008	Added Firewall Security Guidelines	Abdul Wasay Mohd.	AR Vijay	Need based

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Disclaimer: All Poles are encouraged to follow the Corporate Procedures/Guidelines linked in the policy document, however where not feasible/practical each pole shall document & follow pole specific Procedures/Guidelines. These specific Procedures/Guidelines shall fulfill the Policy objective

INFORMATION SECURITY
POLICY



1. INFORMATION SECURITY POLICY DOCUMENT

1.1 Objective

The objective of this policy document is to provide management direction and support for information security.

GENPACT shall publish and implement an organizational information security policy document and undertake periodic reviews to ensure that the policy addresses the operational and business risks faced by the organization.

1.2 Ownership and Responsibilities

- Information Security Leader

1.3 Policy Rules

1.3.1 Information security protects information from a wide range of threats in order to ensure business continuity, minimize business damage and maximize return on investments and business opportunities.

1.3.2 Information security is characterized here as the preservation of:

- Confidentiality: ensuring that information is accessible only to those authorized to have access
- Integrity: safeguarding the accuracy and completeness of information and processing methods
- Availability: ensuring that authorized users have access to information and associated assets when required.

1.3.3 **The company has no greater responsibility than protecting its people, workplaces, communities and the continuity of its business.**

1.3.4 **The company has issued this policy to outline the basic security requirements and controls that must be in place. The form of these security measures will vary according to the nature of business and the particular risks that it must address. GENPACT shall implement a rigorous and comprehensive information security policy that systematically addresses security-measures for preventing any risks, threats and potential damage to its business.**

1.3.5 GENPACT shall follow a well-defined methodology for risk assessment

1.3.6 GENPACT shall define and follow policies for:

- Acceptable Usage
- Application Development and Management
- Asset Management
- Backup
- Business Continuity Planning
- Compliance
- Cryptography
- Email
- Equipment Security
- External Party Management
- Human Resource Security
- Incident Management and Response

**INFORMATION SECURITY
POLICY**



- Information and Media handling
- Information Security Organization Structure
- ISMS Internal Audits and Improvement
- ISMS Management Reference Document
- Malicious Code
- Mobile Computing
- Monitoring
- Network Security Management
- Operations Management
- Password
- Physical and Environmental
- User Access Management

1.3.7 GENPACT shall communicate the information security policy to all users in a form relevant, accessible and understandable to the recipient.

1.3.8 GENPACT shall review this policy at planned intervals or if significant changes occur, to ensure its continuing suitability, adequacy and effectiveness.

1.4 ISO 27001 Clauses/ Controls Addressed

- A.5.1.1 — Information security policy document
- A.5.1.2 — Review of information security policy

1.5 Associated Procedures/ Guidelines

- Risk Assessment Methodology
- Information Security Policy Snapshot
- Information Security Module for New Hire Orientation
- ISMS Management Reference Document

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2. INFORMATION SECURITY ORGANIZATION STRUCTURE

2.1 Objective

The objective of this policy is to ensure that GENPACT shall establish a management framework to initiate and control the implementation of information security within the organization.

GENPACT shall ensure that there is a clear direction and visible management support to manage information security within the organization.

2.2 Ownership and Responsibilities

- Information Security Leader

2.3 Policy Rules

2.3.1 GENPACT shall form management fora, one at a global level and the other at each pole to ensure that there is a clear direction and visible management support for security initiatives.

2.3.2 GENPACT Global Security Council shall undertake the reviewing and approving information security policy and overall responsibilities;

2.3.3 GENPACT Global Information Security Leader shall chair the GENPACT Global Security Council.

2.3.4 Yearly meetings shall be conducted for Genpact global Security Council. Monthly security meetings shall be conducted between ISL's of all Genpact Poles. Every pole shall define and follow its own frequency of Local Information Security meetings.

2.3.5 Each pole shall appoint information security leader(s) (ISL) that reports to the CIO of that pole with dotted line reporting to the Global ISL.

2.3.6 GENPACT Security Council led by the ISL shall co-ordinate the implementation and maintenance of information security controls.

2.3.7 The ISL shall be responsible for all Information security related activities and shall work with enabling functions to review security preparedness.

2.3.8 Requests for new information processing facilities shall be authorized only for business purposes and shall follow an authorization procedure. Additional approval from Information security team shall be required for all non-standard requests for new information processing facilities.

2.3.9 GENPACT shall coordinate with appropriate authorities (e.g. law enforcement, fire department supervisory authorities) and special interest groups or other specialist security forums and professional associations in order to improve knowledge about the best practices and staying up to date with relevant security information and to provide suitable liaison points when dealing with information security incidents.

2.3.10 GENPACT shall require employees, contractors and external party users to apply security in accordance with the organization's established policies and procedures.

2.3.11 GENPACT shall ensure that all employees and external party users are aware of their information security roles and responsibilities prior to being granted access to sensitive information or information processing facilities.

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2.3.12 GENPACT shall require that all employees and external party users follow the organization's information security policy and appropriate methods of working.

2.4 ISO 27001 Clauses/ Controls Addressed

- A.6.1.1 — Management commitment to information security.
- A.6.1.2 — Information security co-ordination.
- A.6.1.3 — Allocation of information security responsibilities.
- A.6.1.4 — Authorization process for information processing facilities
- A.6.1.6 — Contact with authorities
- A.6.1.7 — Contact with special interest groups
- A.8.2.1 — Management responsibilities

2.5 Associated Procedures/ Guidelines

- GENPACT security organization and its responsibilities.
- Information security leader responsibilities.
- BCP/DRP Knowledge Central.
- Authorization for information processing facilities.

3. EXTERNAL PARTY ACCESS

3.1 Objective

The objective of this policy is to ensure that GENPACT shall identify the risks to the organization's information and information processing facilities from external parties and shall implement appropriate controls before granting access.

GENPACT shall maintain the security of its information processing facilities and information assets accessed, processed, communicated to, or managed by external parties.

3.2 Ownership and Responsibilities

- Sourcing Team
- Information Security Leader

3.3 Policy Rules

3.3.1 GENPACT shall consider all non-employees having access to the organization's information or information processing facilities as external parties.

3.3.2 GENPACT shall ensure that a risk assessment is carried out at the earliest practical opportunity prior to granting access.

3.3.3 GENPACT shall ensure that all external parties go through a security risk analysis and mitigation strategies are implemented before providing access to the organization's information or information processing facilities.

3.3.4 GENPACT shall include all relevant security requirements in the agreements with all external parties involving accessing, processing, exchanging, communicating or managing the organization's information and information processing facilities.

3.3.5 Physical access to GENPACT premises by external parties shall be provided only after authorization.

3.3.6 GENPACT shall ensure that the security controls, service definitions and delivery levels included in the external party service delivery agreement are implemented, operated and maintained by the external party by regularly reviewing and monitoring of the services, reports and records provided by the external party.

3.3.7 GENPACT shall ensure that the external party maintains sufficient service capability together with workable plans designed to ensure that agreed service continuity levels are maintained following major service failures or disaster.

3.3.8 GENPACT shall review the external party audit trails and records of security events, operational problems, failures, tracing of faults and disruptions related to the services delivered,

3.3.9 GENPACT shall maintain sufficient overall control and visibility into all security aspects for sensitive or critical information or information processing facilities accessed, processed or managed by an external party.

3.3.10 GENPACT shall manage changes to the provision of services taking into account the criticality of the business systems and processes involved and reassessment of risks.

3.3.11 GENPACT shall take into account the changes in external party services to implement changes and enhancement to networks, use of new technologies, changes to physical location of service facilities or change of vendors.

3.3.12 GENPACT shall continue to discharge its security responsibilities despite the fact that a system/ service has been outsourced.

3.4 **ISO 27001 Clauses/ Controls Addressed**

- A.6.2.1 — Identification of risks related to external parties
- A.6.2.2 — Addressing security when dealing with customers
- A.6.2.3 — Addressing security in external party agreements
- A.10.2.1 — Service delivery
- A.10.2.2 — Monitoring and review of external party services
- A.10.2.3 — Managing changes to external party services
- A.10.8.2 — Exchange Agreements

3.5 **Associated Procedures/ Guidelines**

- Security requirements in external party contracts.
- External party connections to the GENPACT network
- Security risk analysis toolkit
- GENPACT web hosting security requirements
- Procedure for outsourcing contracts (Sourcing BPMS)
- External Party Access Guidelines

4. ASSET MANAGEMENT

4.1 Objective

The objective of this policy is to ensure that GENPACT shall prepare and maintain an up to date inventory of all information assets associated with each CoE / Function along with a nominated owner and define classification guidelines in terms of its criticality, sensitivity and legal requirements to the organization.

GENPACT shall identify and maintain an inventory of all of information assets.

4.2 Ownership and Responsibilities

- Information Security Team
- Document management team
- CoE / Function SPOCs

4.3 Policy Rules

4.3.1 GENPACT shall align appropriate resources to create and maintain inventory of critical assets.

4.3.2 GENPACT shall include all necessary information like type of asset, format, location, backup information, license information etc. in the inventory for BCP, so as to help recover from a disaster.

4.3.3 GENPACT shall identify single points of contact (SPOCs) in each CoE / enabling function with the objective of creating and maintaining inventory of all information and information processing assets.

4.3.4 The SPOCs shall identify the location and the owners for each information asset within the CoE / Function.

4.3.5 The SPOCs shall evaluate the value of the assets based on feedback from the owners of the assets.

4.3.6 GENPACT shall identify, document and implement guidelines for acceptable use of information and assets associated with information processing facilities.

4.3.7 All employees, contractors and external party users shall follow guidelines for the acceptable use of information and assets associated with information processing facilities.

4.3.8 The asset owners shall classify the assets in terms of its legal requirements, sensitivity and criticality to the organization.

4.3.9 GENPACT shall seek support from its IM/Security and Legal functions to implement Data Classification guidelines.

4.3.10 Respective document owners shall be responsible for maintaining correct classification of the document.

4.3.11 GENPACT shall define handling procedures for each classification level including the secure processing, storage transmission, declassification and destruction.

4.3.12 The designated information owner may, at any time, declassify or downgrade information. To achieve this, the owner shall change the classification label appearing on the original document and inform the concerned business leader and all known recipients/ users.

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4.3.13 GENPACT shall establish guidelines for the handling and storage of information to protect it from unauthorized disclosure or misuse.

4.4 ISO 27001 Clauses/ Controls Addressed

- A.7.1.1 — Inventory of assets
- A.7.1.2 — Ownership of assets
- A.7.2.1 — Classification guidelines
- A.7.2.2 — Information labelling and handling
- A.10.7.3 — Information handling procedures
- A.10.7.4 — Security of system documentation

4.5 Associated Procedures/ Guidelines

- Asset Identification & Classification methodology
- Data classification guidelines
- Document management procedures

5. **HUMAN RESOURCES SECURITY**

5.1 **Objective**

The objective of this policy is to ensure that GENPACT employees, contractors and external party users understand their responsibilities, and are suitable for the roles they are considered for, and to reduce the risks of human error, theft, fraud or misuse of facilities.

GENPACT shall ensure that security is addressed during recruitment, employment and after termination or change of employment, of employees and external parties.

5.2 **Ownership and Responsibilities**

- Human Resources

5.3 **Policy Rules**

5.3.1 GENPACT shall lay down security roles and responsibilities, and document them wherever appropriate. These responsibilities shall include any general responsibilities for implementing or maintaining security policy as well as any specific responsibilities for the protection of particular assets or for the execution of particular security processes or activities.

5.3.2 GENPACT shall ensure that background checks are done on employees and contractors/contingent workers prior to the commencement of employment.

5.3.3 GENPACT shall identify requirements for confidentiality or non-disclosure agreements for employees and external parties reflecting the organization's need for the protection of information and shall regularly review these agreements.

5.3.4 GENPACT shall provide appropriate awareness trainings and regular updates in organizational policies and procedure to all employees of the organization and where relevant to contactors and external party users as relevant for their job function.

5.3.5 GENPACT shall follow a formal disciplinary process for employees who have committed a security breach.

5.3.6 GENPACT shall follow a termination / change in role process to include the return/review of all previously issued information and information processing assets.

5.3.7 GENPACT shall ensure that the access rights of all employees, contractors and third-party users to information and information processing facilities are removed upon termination of their employment, contract or agreement or adjusted upon change.

5.4 **ISO 27001 Clauses/ Controls Addressed**

- A.6.1.5 — Confidentiality agreements.
- A.8.1.1 — Roles and responsibilities
- A.8.1.2 — Screening
- A.8.1.3 — Terms and conditions of employment
- A.8.2.2 — Information security awareness, education and training
- A.8.2.3 — Disciplinary process
- A.8.3.1 — Termination responsibilities
- A.8.3.2 — Return of assets
- A.8.3.3 — Removal of access rights

5.5 **Associated Procedures/ Guidelines**

- Integrity policy
 - Disciplinary process for breach of policy
 - Innovation and proprietary information agreement
 - GENPACT Human Resources Policy
-

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6. PHYSICAL ACCESS CONTROL

6.1 Objective

The objective of this policy is to ensure that security perimeters shall be used to prevent unauthorized access, damage and interference to business premises and information.

GENPACT shall ensure that unauthorized physical access, damage and interference to the organization's premises and information are prevented.

6.2 Ownership and Responsibilities

- Logistics Team

6.3 Policy Rules

- 6.3.1** GENPACT shall implement physical security controls in its premises and information processing facilities, with adequate strength depending on the security requirements and risk assessment of the facility/premise.
- 6.3.2** GENPACT shall define different zones in its premises based on the sensitivity of the information processed within and deploy appropriate entry controls so that only authorized personnel are allowed access.
- 6.3.3** GENPACT shall design and implement guidelines for working in sensitive areas.
- 6.3.4** GENPACT shall monitor and review access to the premises and secure areas at regular intervals.
- 6.3.5** GENPACT shall ensure that the physical premises receive adequate protection against natural or man-made disasters like fire, flood, earthquake, explosion, civil unrest etc.
- 6.3.6** GENPACT shall ensure that access points such as delivery and loading areas and other points where unauthorized persons may enter the premises are controlled and, if possible, isolated from the information processing facilities. GENPACT shall follow defined guidelines for the movement of equipment to protect sensitive information from unauthorized disclosure or modification.

6.4 ISO 27001 Clauses/ Controls Addressed

- A.9.1.1 — Physical security perimeter
- A.9.1.2 — Physical entry controls
- A.9.1.3 — Securing offices, rooms and facilities
- A.9.1.4 — Protecting against external and environmental threats
- A.9.1.5 — Working in secure areas
- A.9.1.6 — Public access, delivery and loading areas
- A.10.8.3 — Physical media in transit

6.5 Associated Procedures/ Guidelines

- Guidelines for physical security.
- GENPACT Physical Security Policy

7. **EQUIPMENT SECURITY**

7.1 **Objective**

The objective of this policy is to prevent loss, damage, theft or compromise of assets and interruption to the organization's activities.

GENPACT shall ensure that all organizational equipment are adequately protected, operated maintained and disposed.

7.2 **Ownership and Responsibilities**

- Information Security Team
- Logistics Team
- Server Management Group
- Network Management Group
- Workstation Management Group
- Security Operations Centre

7.3 **Policy Rules**

7.3.1 GENPACT shall ensure that all equipment that is not physically accessed by users is located in a secure area.

7.3.2 GENPACT shall ensure that there are adequate controls for preventing or suppressing environmental hazards like fire, moisture, etc.

7.3.3 GENPACT shall ensure that equipment is protected from power failures and other disruptions caused by failures in supporting utilities by building redundancy into the system

7.3.4 GENPACT shall ensure that power and telecommunications cabling carrying data or supporting information services is protected from interception or damage

7.3.5 GENPACT shall maintain all equipment according to the manufacturer's / supplier's specifications

7.3.6 GENPACT shall apply security to off-site equipment taking into account the different risks of working outside the organization's premises.

7.3.7 GENPACT shall not allow any personal hardware to be added to or used on any corporate computer or LAN without prior written permission from Information Security Team.

7.3.8 GENPACT shall ensure that all data is removed from all equipment prior disposal or reuse

7.4 **ISO 27001 Clauses/ Controls Addressed**

- A.9.2.1 — Equipment siting and protection
- A.9.2.2 — Supporting utilities
- A.9.2.3 — Cabling security
- A.9.2.4 — Equipment maintenance
- A.9.2.5 — Security of equipment off-premises
- A.9.2.6 — Secure disposal or re-use of equipment
- A.9.2.7 — Removal of property

7.5

Associated Procedures/ Guidelines

- Cabling security guideline
- GENPACT Physical Security Polio
- Equipment and media disposal procedure

8. MALICIOUS CODE

8.1 Objective

The objective of this policy is to protect GENPACT information and underlying systems from potential damages from malicious codes

GENPACT shall ensure that precautions are implemented to detect and prevent the introduction of malicious code and unauthorized mobile code into the information processing facilities.

8.2 Ownership and Responsibilities

- Information Security Team

8.3 Policy Rules

8.3.1 GENPACT shall ensure that malicious code prevention, detection and removal controls are in place for all devices.

8.3.2 GENPACT shall ensure that appropriate user awareness procedures are implemented to protect against malicious software

8.3.3 GENPACT shall ensure that all email servers are deployed with virus detection and shall implement filtering controls.

8.3.4 GENPACT shall ensure that mobile code is used only after approval from the Information Security Team.

8.4 ISO 27001 Clauses/ Controls Addressed

- A.10.4.1 — Controls against malicious code
- A.10.4.2 — Controls against mobile code

8.5 Associated Procedures/ Guidelines

- Virus Control BPMS.
- GENPACT Security Metrics Process
- Information Security Policy Snapshot.
- GENPACT Incident Res Procedure.
- Guidelines on the use of mobile code

9. BACKUP

9.1 Objective

The objective of this policy is to ensure that backup of business critical information, applications and systems is available.

GENPACT shall ensure backup of business critical information, applications and systems is maintained, tested and restored on a regular basis.

9.2 Ownership and Responsibilities

- Server Management Group
- Network Management Group
- BCP Team

9.3 Policy Rules

9.3.1 GENPACT shall identify business critical information, applications and information systems that require to be backed up as per business process requirement.

9.3.2 GENPACT shall define the type (full, incremental or differential) and frequency of backups.

9.3.3 GENPACT shall follow guidelines for the storage of backup onsite, offsite as well as the secure movement of backup.

9.3.4 GENPACT shall define and, follow guidelines for securing the backup; this shall be inline with the data classification guidelines.

9.3.5 GENPACT shall define and implement restoration testing and recovery procedures along with the frequency of testing required.

9.3.6 GENPACT shall ensure that the backup procedures defined are in line with the Business Continuity Plan.

9.4 ISO 27001 Clauses/ Controls Addressed

- A.10.5.1 Information back-up

9.5 Associated Procedures/ Guidelines

- Data availability & Backup procedure
- Data Classification Guidelines

10. NETWORK. SECURITY MANAGEMENT

10.1 Objective

The objective of this policy is to prevent unauthorized access to networked services.

GENPACT shall ensure that access to both internal and external network services is controlled and user access to networks and networked services shall not compromise the security of the networked services.

10.2 Ownership and Responsibilities

- Network Management Group

10.3 Policy Rules

10.3.1 GENPACT shall ensure that the use of network services is consistent with the user access management policy and the requirements of the business applications.

10.3.2 GENPACT shall ensure that the network and supporting utilities are adequately protected.

10.3.3 GENPACT shall ensure that operational responsibility for networks is separated from computer operations where appropriate.

10.3.4 Special controls shall be established by GENPACT to safeguard the confidentiality and integrity of data passing over public networks and over wireless networks and shall protect the connected systems and applications.

10.3.5 GENPACT shall identify and include in the network services agreements with external parties, a clear description of the security features, service levels and management requirements of all network services used by the organization.

10.3.6 GENPACT shall ensure that access to resources by remote users is subjected to authentication.

10.3.7 GENPACT shall ensure that access to configuration and diagnostic ports shall only be allowed after approval.

10.3.8 GENPACT shall ensure that controls are introduced in networks to segregate groups of information services, users and information systems.

10.3.9 GENPACT shall implement routing controls for networks to ensure that computer connections and information flows do not breach the access control policy.

10.3.10 GENPACT shall implement and manage its Fire walls as per Eire all Security Guidelines.

10.4 ISO 27001 Clauses/ Controls Addressed

- A.10.6.1 — Network controls
- A.10.6.2 — Security of network services
- A.10.8.5 — Business information systems
- A.11.4.1 — Policy on use of network services
- A.11.4.2 — User authentication for external connections
- A.11.4.4 — Remote diagnostic and configuration port protection
- A.11.4.5 — Segregation in networks
- A.11.4.6 — Network connection control

- A.11.4.7 — Network routing control

10.5

Associated Procedures/ Guidelines

- External party connection to the GENPACT Network
- VPN End User Guidelines
- VPN Connections To GENPACT Network (VPN Hub)
- Waging GENPACT IP Network
- Segregation of networks
- Wireless LAN guidelines
- Modem Guidelines
- Firewall Security Guidelines

11. INFORMATION AND MEDIA HANDLING

11.1 Objective

The objective of this policy is to ensure that access to and usage of information and media within GENPACT are controlled.

GENPACT shall control the access to and usage, transit, disposal of all types of information and media.

11.2 Ownership and Responsibilities

- Document Management Team
- Information Security Team
- Server Management Group
- Network Management Group
- Workstation Management Group
- Security Operations Centre
- Logistics Team

11.3 Policy Rules

11.3.1 GENPACT shall ensure that exchange of information through any media shall follow well-defined procedures / guidelines.

11.3.2 GENPACT shall define and implement controls to manage the usage of removable computer media within its premises.

11.3.3 GENPACT shall define and follow procedures for the secure disposal of media and information. These shall be in line with the data classification guidelines.

11.3.4 All information shall be handled according to the data classification guidelines.

11.3.5 GENPACT shall follow defined guidelines for the movement of physical media to protect sensitive information from unauthorized disclosure or modification.

11.3.6 GENPACT shall take appropriate steps to ensure the integrity of publicly available electronically published information to prevent unauthorized modification that could harm their reputation.

11.4 ISO 27001 Clauses/ Controls Addressed

- A.10.7.1 Management of removable computer media
- A.10.7.2 Disposal of media
- A.10.8.1 Information exchange policies and procedures
- A.10.8.3 Physical media in transit
- A.10.9.3 Publicly available information

11.5 Associated Procedures/ Guidelines

- Equipment and media disposal procedure
- Data Classification Guidelines
- Guidelines for Management of Removable Media Material Movement (GENPACT Physical Security Policies)

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12. EMAIL SECURITY

12.1 Objective

The objective of this policy is to ensure that information involved in electronic messaging systems shall be appropriately protected.

GENPACT shall ensure that adequate controls are put in place to reduce security risks created by the use of electronic mail.

12.2 Ownership and Responsibilities

- Server Management Group

12.3 Policy Rules

12.3.1 The e-mail system and all copies of messages created, sent, received or stored on the system are (and remain) the property of GENPACT.

12.3.2 GENPACT maintains the right to review, audit, intercept, access, monitor, delete and disclose all messages created, received, sent, or stored on the e-mail server, client or in any other form.

12.3.3 The confidentiality of any message shall not be assumed.

12.3.4 GENPACT maintains its e-mail system solely for conducting its business. The use of the e-mail system for any other purpose is unauthorized and a violation of GENPACT's policy. Unauthorized use includes, but is not limited to transmitting or storing offensive material; compromising the security of information contained in GENPACT computers; conducting or soliciting for political, personal, religious or charitable causes or other commercial ventures outside the scope of the user's employment and user's responsibilities to the company.

12.3.5 The e-mail system shall not be used to create, send, receive or store any offensive or disruptive messages, or materials that infringe the copyright or other intellectual property right of any third parties. Among those that are considered offensive are any messages, which contain but not limited to sexual implications, gender-specific comments, defamatory statements, or any other comment that offensively addresses someone's religious or political beliefs, national origin, or disability.

12.3.6 GENPACT's e-mail capacity is not unlimited. GENPACT's e-mail system and connection to the Internet are provided for the business purpose and may not be used to engage in improper or illegal activity. Employees shall not use the e-mail system for purposes that could reasonably be expected to directly or indirectly cause strain on any computing facilities. GENPACT shall restrict attachments size on the company mail system.

12.3.7 Notwithstanding GENPACT's right to retrieve and read any e-mail messages, all messages should be treated as confidential and accessed only by the intended recipient. Employees shall only disclose information or messages obtained from the e-mail system to recipients authorized to have such information.

12.3.8 Employees and external parties are not authorized to retrieve or read any e-mail messages that are not addressed to them. Employees should not attempt to gain access to another employee's messages without his / her permission.

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12.3.9 In order to guard against dissemination of confidential corporate information, employees should take due care while reading confidential mails. E-mail windows should not be left open on the screen when the computer is unattended; at such times the screen should be cleared, and the computer should be locked so that for re-access the user's password would be needed. Email password (or other computer passwords) should be kept secret and changed periodically. Email users are fully responsible for maintaining their own passwords

12.3.10 Users must not automatically forward their e-mails to any address outside the GENPACT system networks, unless approved by the Information Security Leader. Auto forwarding of e-mails within GENPACT system for business purposes, may be allowed for a limited period with the prior approval of the concerned manager.

12.3.11 Users must not send 'confidential' or 'restricted' information via e-mail outside GENPACT; unless it is compliant to the document classification procedures.

12.4 ISO 27001 Clauses/ Controls Addressed

- A.10.8.4 — Electronic messaging

12.5 Associated Procedures/ Guidelines

- Information Security Policy Snapshot.
- Document Classification Guidelines
- Blackberry Usage guidelines
- Out of Office Email Notification Guidelines

13. MONITORING

13.1 Objective

The objective of this policy is to ensure information access that GENPACT detects unauthorized information access.

GENPACT shall ensure that critical systems are monitored and information security events are recorded.

13.2 Ownership and Responsibilities

- Security Operations Centre

13.3 Policy Rules

13.3.1 GENPACT shall ensure that audit logs recording exceptions and other security-relevant events are produced for critical systems and kept for an agreed period to assist in future investigations and access control monitoring.

13.3.2 GENPACT shall ensure that procedures for monitoring use of information processing facilities are established and the results of the monitoring activities are reviewed regularly.

13.3.3 GENPACT shall ensure that controls are implemented to protect logging facilities and log information against tampering and unauthorized access.

13.3.4 GENPACT shall ensure that system administrator and system operator activities such as the time at which the event occurred, the information of the event or failure, which account and which administrator or operator was involved etc are be logged.

13.3.5 GENPACT shall ensure that faults reported by users regarding problems with information processing or communications systems are logged and corrective action is taken.

13.3.6 GENPACT shall ensure that the clocks of all relevant information processing systems within the organization or security domain are synchronized with an agreed accurate time source to maintain accuracy of logs.

13.3.7 GENPACT shall ensure that timely information about technical vulnerabilities of information systems being used is obtained, exposure to such vulnerabilities is evaluated and appropriate measures are taken to address the associated risk.

13.3.8 All managers shall contribute in spreading security awareness within their area of responsibility.

13.3.9 GENPACT shall ensure that information systems are reviewed regularly for compliance with security implementation standards.

13.4 ISO 27001 Clauses/ Controls Addressed

- A.10.10.1 — Audit logging
- A.10.10.2 — Monitoring system use
- A.10.10.3 — Protection of log information
- A.10.10.4 — Administrator and operator logs
- A.10.10.5 — Fault logging
- A.10.10.6 — Clock synchronization
- A.12.6.1 — Vulnerability management

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- A.15.2.1 — Compliance with security policy and standards
- A.15.2.2 — Technical compliance checking

13.5

Associated Procedures/ Guidelines

- Procedures for monitoring of system use.
 - ESR (Employee service request) process
 - ISMS Management reference document.
 - GENPACT Security Metrics BPMS.
-

14. USER ACCESS MANAGEMENT

14.1 Objective

The objective of this policy is to ensure that GENPACT establishes access control rules that take into account policies for information dissemination and authorization.

GENPACT shall ensure that an access to information and information processing systems is controlled and reviewed based on business and security requirements for access.

14.2 Ownership and Responsibilities

- Server Management Group
- Workstation Management Group

14.3 Policy Rules

14.3.1 GENPACT shall ensure that access to information; information processing facilities is controlled on the basis of business requirements.

14.3.2 GENPACT shall ensure that there is a formal user registration and deregistration procedure in place for granting and revoking access to all information systems and services.

14.3.3 GENPACT shall ensure that user's access rights are reviewed at regular intervals.

14.3.4 GENPACT shall ensure that the procedure for logging into an operating system is designed to minimize the opportunity for unauthorized access.

14.3.5 GENPACT shall ensure that all users have a unique identifier (user ID) for their individual use only, and a suitable authentication technique is chosen to substantiate the claimed identity of a user. The use of group IDs shall be permitted with prior authorization where they are suitable for the work carried out.

14.3.6 GENPACT shall ensure the use of utility programs that might be capable of overriding system and application controls are restricted and tightly controlled.

14.3.7 GENPACT shall ensure that a time-out facility shall clear the session screen and also if required, close both the application and the network sessions after a pre-determined period of inactivity.

14.3.8 GENPACT shall ensure that access to information and application system functions by users and support personnel is on a need-to-know basis and is consistent with the organization access control policy and Asset Management Policy.

14.4 ISO 27001 Clauses/ Controls Addressed

- A.10.8.5 — Business information systems
- A.11.1.1 — Access control policy
- A.11.2.1 — User registration
- A.11.2.2 — Privilege management
- A.11.2.4 — Review of user access rights
- A.11.5.1 — Secure log-on procedures
- A.11.5.2 — User identification and authentication
- A.11.5.4 — Use of system utilities
- A.11.5.5 — Session time-out

- A.11.6.1 — Information access restriction

14.5

Associated Procedures/ Guidelines

- ESR (Employee Service request process)
- GENPACT Human Resources Policy
- Account Management BPMS
- Guidelines for secure logon
- Procedure for checking for utilities / software installed
- Password :Management Guidelines
- SSO security guidelines For GENPACT worker

15. **PASSWORD**

15.1 **Objective**

The objective of this policy is to ensure that quality passwords are used and securely managed to prevent unauthorized access to GENPACT information assets.

GENPACT shall define and follow a robust password policy to control access to information and information processing facility.

15.2 **Ownership and Responsibilities**

- Information Security Team
- Server Management Group

15.3 **Policy Rules**

15.3.1 GENPACT shall follow a formal password management process for the allocation of passwords. This process shall be system controlled wherever possible.

15.3.2 GENPACT shall ensure that all passwords are kept confidential and not shared unless otherwise authorized by the ISL.

15.3.3 GENPACT shall define procedures for password resets and also for verification, authentication and subsequent secure communication of temporary passwords to concerned personnel.

15.3.4 GENPACT shall implement controls such that passwords shall not be stored on computer systems in unprotected form.

15.3.5 GENPACT shall implement controls such that users follow complexity guidelines in the selection of passwords to ensure its quality.

15.3.6 GENPACT shall implement controls to change passwords as per he defined periodicity.

15.4 **ISO 27001 Clauses/ Controls Addressed**

- A.112.3 User password management
- A.113.1 Password use
- A.11.5.3 Password management system

15.5 **Associated Procedures/ Guidelines**

- Password management guidelines

16. OPERATIONS MANAGEMENT

16.1 Objective

The objective of this policy is to ensure the correct and secure operation of Information Processing facilities and to establish responsibilities and procedures for their management.

GENPACT shall manage operations within the organization to maintain the security of its information processing facilities and information assets.

16.2 Ownership and Responsibilities

- Server Management Group Network Management Group
- Workstation Management Group
- Application Support Group
- Security Operations Centre

16.3 Policy Rules

16.3.1 GENPACT shall maintain documented operating procedures for the management of information-processing facilities and ensure that they are available to all employees who require them.

16.3.2 GENPACT shall incorporate formal change management procedures for the control of changes made.

16.3.3 GENPACT shall ensure segregation of duties, wherever applicable, to prevent against system misuse, disclosure and corruption.

16.3.4 GENPACT shall physically / logically separate development, testing and production environments to prevent unwanted modification of files, system environment, or system failure.

16.3.5 GENPACT shall maintain and follow rules for the migration of application systems and data between different environments.

16.3.6 GENPACT shall continuously monitor and make projections for future capacity requirements to ensure adequate processing power, storage and other resources to prevent system overload.

16.3.7 GENPACT management shall ensure that the requirements and criteria for acceptance of new systems, upgrades, new versions are clearly defined, agreed, documented and tested

16.3.8 GENPACT shall carry out system acceptance test prior to acceptance of any new type of information processing facilities.

16.3.9 GENPACT shall implement appropriate controls to protect equipment, applications and data from unauthorized access when left unattended by the user.

16.3.10 All employees of GENPACT shall be required to follow clear desk guidelines for papers and removable storage media and clear screen guidelines for information processing facilities in order to reduce the risks of unauthorized access, loss of, and damage to information during and outside normal working hours.

16.3.11 GENPACT shall identify sensitive information systems and ensure that these systems run on logically / physically isolated systems to avoid disruptions.

16.3.12 GENPACT shall control the installation of software on its production systems to prevent corruption of systems and information.

16.3.13 GENPACT shall ensure that application systems are reviewed and tested to ensure that there is no adverse impact on operation or security when changes to the operating system are made.

16.4 ISO 27001 Clauses/ Controls Addressed

- A.10.1.1 Documented operating procedure
- A.10.1.2 Change management
- A.10.1.3 Segregation of duties
- A.10.1.4 Separation of development test and operational facilities
- A.103.1 Capacity management
- A.10.32 System acceptance
- A.10.8.5 — Business information systems
- A.11.3.2 Unattended user equipment
- A.11.3.3 Clear desk and clear screen policy
- A.11.6.2 Sensitive system isolation
- A.12.4.1 Control of operational software
- A.12.5.2 Technical review of applications after operating system changes

16.5 Associated Procedures/ Guidelines

- Guideline for documenting operating procedures
- Change Control Process
- Kintana Change Management
- Managing GENPACT IP networks
- Capacity Management
- System Acceptance Checklists
- Clear desk and clear screen guidelines
- GENPACT Physical Security Policy
- Procedure / Guidelines for controlling installation / use of software on operational systems (ESR Process)

17. **TELEWORKING AND MOBILE COMPUTING**

17.1 **Objective**

The objective of this policy is to ensure information security when using mobile and teleworking facilities.

GENPACT shall ensure that when using mobile computing and teleworking, the risks of working in an unprotected environment are considered and appropriate protection is applied.

17.2 **Ownership and Responsibilities**

- Information Security Team

17.3 **Policy Rules**

17.3.1 GENPACT shall ensure that special care is taken to ensure that business information is not compromised when using mobile computing and communication facilities like palmtops, laptops, smart cards and mobile phones.

17.3.2 GENPACT shall take into account the risks of working with mobile computing equipment in unprotected environment.

17.3.3 GENPACT shall ensure that all mobile computing facilities are adequately protected by using appropriate techniques.

17.3.4 GENPACT shall ensure that access to business information by remote users across public networks takes place only after successful identification and authentication.

17.3.5 GENPACT shall train users on the additional risks resulting from using their mobile computing equipments in public areas or over the public network.

17.3.6 GENPACT shall allow teleworking only horn authorized systems and processes.

17.3.7 GENPACT shall not allow privately owned devices to connect to the GENPACT network.

17.3.8 GENPACT shall not allow use of any personal hardware / software for business purposes.

17.3.9 GENPACT has Blackberry Usage Guidelines and shall ensure that its employees adhere to the same.

17.3.10 GENPACT also has Work From Home (WFH) Policy with the objective to secure GENPACT assets, systems and equipment for the purpose of WORK FROM HOME.

17.4 **ISO 27001 Clauses/ Controls Addressed**

- A.11.7.1 — Mobile computing and communications
- A.11.7.2 — Tele-working

17.5 **Associated Procedures/ Guidelines**

- VPN Connections To GENPACT Network (VPN Hub)
- End user awareness for use of mobile computing equipment
- Mobile computing guideline
- Work From Home Policy

18. APPLICATION DEVELOPMENT AND MANAGEMENT

18.1 Objective

The objective of this policy is to ensure that security is built into application development.

GENPACT shall effectively manage the process of application development, testing and deployment.

18.2 Ownership and Responsibilities

- Digitization Team

18.3 Policy Rules

18.3.1 GENPACT shall ensure that security requirements for new applications systems are explicitly defined during the design stages, and shall comply with the Data Classification Guidelines.

18.3.2 GENPACT shall implement procedures to verify and protect the input data with adequate checks and controls.

18.3.3 GENPACT shall ensure test data used in the application development is adequately protected.

18.3.4 GENPACT shall ensure that the source code of developed applications available for access, modification or use only to authorized individuals.

18.3.5 GENPACT shall define and document change control procedures for all applications developed / modified to minimize the risk of corruption.

18.3.6 GENPACT shall ensure that operational software is purchased only from approved vendors.

18.3.7 GENPACT shall ensure that any changes to purchased software products shall follow the application change control procedures.

18.3.8 GENPACT shall ensure that applications developed are protected from information leakage

18.3.9 GENPACT shall ensure that agreements and adequate controls are in place while outsourcing application development to external parties.

18.4 ISO 27001 Clauses/ Controls Addressed

- A.12.1.1 Security requirements analysis and specification
- A.12.2.1 Input data validation
- A.12.2.2 Control of internal processing
- A.12.2.3 Message integrity
- A.12.2.4 Output data validation
- A.12.4.2 Protection of system test data
- A.12.4.3 Access control to program source code
- A.12.5.1 Change control procedures
- A.12.5.3 Restrictions on changes to software packages
- A.12.5.4 Information leakage
- A.12.5.5 Outsourced software development

18.5 Associated Procedures/ Guidelines

- Application Security Tollgate Review (Tollgate Procedure)
 - Application Development/Change control procedures
 - Data validation processing guidelines
 - Outsourced software development guidelines
-

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19. CRYPTOGRAPHY

19.1 Objective

The objective of this policy is to regulate the usage of cryptographic controls within GENPACT to protect confidential information.

GENPACT shall ensure that the usage of cryptographic controls is controlled, authorized and commensurate to the sensitivity of information to be protected.

19.2 Ownership and Responsibilities

- Information Security Team

19.3 Policy Rules

19.3.1 GENPACT shall use cryptographic controls, where appropriate for the protection of sensitive information.

19.3.2 GENPACT shall follow documented procedures detailing the roles and responsibilities for management of cryptographic techniques.

19.3.3 The level and use of cryptographic controls shall be based on business requirement and shall be in line with the Data Classification Guidelines.

19.3.4 GENPACT shall ensure that the cryptographic controls used abide by the laws of the land.

19.4 ISO 27001 Clauses/ Controls Addressed

- A.12.3.1 — Policy on the use of cryptographic control
- A.12.3.2 — Key management

19.5 Associated Procedures/ Guidelines

- Guidelines for using cryptography tools
- Guidelines for selection of encryption algorithm

20. INCIDENT RESPONSE AND MANAGEMENT

20.1 Objective

The objective of this policy is to formulate an incident response and management strategy and procedure to minimize the damage caused by security incidents and to monitor and learn from such events.

GENPACT shall ensure that all employees report security incidents and these are logged and resolved.

20.2 Ownership and Responsibilities

- Information Security Team
- Logistics Team
- Crisis Management Team

20.3 Policy Rules

20.3.1 GENPACT shall ensure that a point of contact exists for all employees to report information security incidents and weaknesses.

20.3.2 GENPACT shall ensure multiple teams are in place to handle different types of security incidents and weaknesses.

20.3.3 Incident triage shall be carried out by trained personnel and then directed to the different teams designed to resolve particular type of incidents.

20.3.4 GENPACT shall train all its employees on the different types of information security incidents and also to report security incidents and weaknesses. Users shall report any information security incident or weakness to his/her Manager & the ISL/ISO.

20.3.5 GENPACT shall ensure that the roles and responsibilities for all involved parties are well defined and documented.

20.3.6 GENPACT shall log and retain records of all information security incidents.

20.3.7 A root cause analysis for all logged information security incidents shall be carried out to prevent reoccurrence.

20.3.8 In case of requirement for legal action, GENPACT shall conform to the rules of evidence laid down in the respective countries and present the evidence accordingly.

20.3.9 The Incident response procedure shall be in line with the business continuity policy.

20.4 ISO 27001 Clauses/ Controls Addressed

- A.13.1.1 Reporting information security events
- A.13.1.2 Reporting security weaknesses
- A.13.2.1 Responsibilities and procedures
- A.13.2.2 Learning from information security incidents
- A.13.2.3 Collection of evidence

20.5 Associated Procedures/ Guidelines

- [Incident Response Procedure](#)
- [IT Helpdesk](#)
- [BCP activation procedure](#)

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- Emergency evacuation procedure
- Disciplinary process for breach of policy

21. **BUSINESS CONTINUITY PLANNING**

21.1 **Objective**

The objective of this policy is to ensure that well-defined and tested business continuity plans exist to safeguard all critical business processes, information, information processing facilities and personnel from disruptions.

GENPACT shall define, implement, test and maintain continuity plans to reduce the disruption caused by disasters and security failures to an acceptable level,

21.2 Ownership and Responsibilities

- BCP Team

21.3 **Policy Rules**

21.3.1 GENPACT shall ensure that a managed process exists to facilitate effective development, maintenance, testing and execution of business continuity plans.

21.3.2 GENPACT shall ensure that a business impact analysis is carried out periodically to determine the potential impact of the interruptions and subsequently put alternate controls and processes in place.

21.3.3 The business continuity planning framework shall be defined to maintain or restore business operations in the required time frames to cause least disruptions to business.

21.3.4 A business continuity framework shall be designed that states the conditions or activation and personnel responsible for execution of each component of the plan.

21.3.5 GENPACT shall ensure that business continuity plan is inline with the Incident Management Policy.

21.3.6 The plans shall be regularly tested and improved to ensure that they are effective and up to date.

21.4 **ISO 27001 Clauses/ Controls Addressed**

- A.14.1.1 — Including information security in the management process
- A.14.1.2 — Business continuity and risk assessment
- A.14.1.3 — Developing and implementing continuity information security
- A.14.1.4 — Business continuity planning framework
- A.14.1.5 — Testing, maintaining and re-assessing business continuity plans

21.5 **Associated Procedures/ Guidelines**

- [Emergency Service Level Procedure](#)
- [Crisis Management Procedure](#)
- [Business Continuity Testing Procedure](#)
- [BCP Handbook / Red Book](#)

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22. ACCEPTABLE USAGE

22.1 Objective

The objective of this policy is to educate end users on the acceptable usage of company information and information processing facilities.

GENPACT shall ensure that all employees & external party workers use GENPACT information assets as defined by the policies, procedures and guidelines and only for business purposes.

22.2 Ownership and Responsibilities

All users accessing GENPACT's information systems

22.3 Policy Rules

- 22.3.1 Users shall not surf the Internet for non-business purposes and should strictly avoid visiting pornographic or entertainment sites.
- 22.3.2 Users shall not download songs, movies, humour clippings, advertisements, pornographic & other non-business or non-productive material.
- 22.3.3 Users shall not download software from the network / Internet without prior approval.
- 22.3.4 Users shall not post any company proprietary information on Internet share drives / briefcase, public forums, newsrooms or bulletin boards.
- 22.3.5 Users shall not access non-Genpact e-mail sites such as Yahoo, Hotmail, Gmail etc. unless authorized for business use.
- 22.3.6 Users shall not use their official email ID's to subscribe to any newsletters, participate in surveys, online quizzes, registrations etc. unless explicitly authorized. Your Genpact e-mail account is provided for business purposes; however limited non-business use which is not an abuse of Company time and/or resources, and which does not violate any Genpact policies.
- 22.3.7 Users shall not participate in chain mails, forwarding of jokes and other non-productive emails.
- 22.3.8 Users shall ensure that they do not send advertisement of sale of assets, invitations, wishes, etc to large groups without prior approval or unless they are authorized.
- 22.3.9 Users shall avoid opening any mail from unknown users / sources and also avoid downloading or opening suspicious attachments or clicking on suspicious links.
- 22.3.10 Suspicious mails shall be reported to the Manager / IT SPOC / Security Team immediately.
- 22.3.11 Users shall access Company resources using their own ID's.
- 22.3.12 Users shall keep all their passwords confidential.
- 22.3.13 Users shall ensure that Corporate Hardware/Software is not used for Personal purpose. Use of any Personal Hardware/Software shall not be allowed for corporate purpose.
- 22.3.14 Use of External Storage devices (Floppies/CD's/Zip Drives/USB Hard disk) shall not be permitted on Corporate network/Hardware unless authorized by Information Security.

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- 22.3.15 Users shall report any information security incident or weakness to his/her Manager & the ISL/ISO.
- 22.3.16 Users shall follow the clear desk and clear screen guidelines to protect information and information processing facilities from unauthorized access.
- 22.3.17 If privileged access is given to Users, they should use those access rights only for the business purpose for which they are given access.
- 22.3.18 Mobile computing facilities such as Laptops/PDA should not be left unattended in public areas such as airports, hotels and meeting rooms.
- 22.3.19 Using Company resources to conduct outside business ventures or other actions inconsistent or in violation of the Company policies shall not be permitted
- 22.3.20 Users of GENPACT systems shall be aware that their information systems and information are not private and the company reserves the right to monitor and audit these from time to time.
- 22.3.21 Any breach of company policy shall warrant necessary disciplinary action up to termination of employment.
- 22.3.22 Users shall raise any concerns about the appropriate use of Genpact Information resources such as loss or misuse of devices (e.g. a laptop or PDA) or unauthorized sharing or disclosure of Genpact Information with their immediate managers and Genpact Information Security team (infosec@genpact.com)
- 22.4 **ISO 27001 Clauses/ Controls Addressed**
 - A.7.1.3 — Acceptable Usage of Assets
 - A.10.8.4 — Electronic messaging
 - A.10.10.2 — Monitoring system use
 - A.11.3.3 — Clear Desk and Clear screen policy
- 22.5 **Associated Procedures/ Guidelines**
 - ISMS Policy snapshot
 - E-mail Policy
 - Awareness Guidelines

INFORMATION SECURITY POLICY



23. COMPLIANCE

23.1 Objective

The objective of this policy is to ensure that GENPACT avoids breaches of any law, statutory, regulatory or contractual obligations, and of any security requirements.

GENPACT shall define, document and maintain up to date all relevant statutory, regulatory and contractual requirements and the organization's approach to meet these requirements for each of the information systems.

23.2 Ownership and Responsibilities

- Legal Team
- Information Security Team

23.3 Policy Rules

23.3.1 GENPACT shall define and document the specific controls and individual responsibilities to meet all the statutory, regulatory and contractual requirements.

23.3.2 GENPACT shall implement appropriate procedures to ensure compliance with legislative, regulatory and contractual agreements on the use of material in respect of which there might be intellectual property rights and on the use of proprietary software products.

23.3.3 GENPACT shall ensure that copyrights and intellectual property rights are not violated.

23.3.4 GENPACT shall protect all important records from loss, destruction and falsification, in accordance with statutory, regulatory, contractual and business requirements.

23.3.5 GENPACT shall ensure data protection and privacy as required in relevant legislation, regulations and contractual clauses.

23.3.6 GENPACT shall ensure that cryptographic controls are used in compliance with all relevant agreements, laws and regulations.

23.3.7 GENPACT shall seek legal advice to ensure compliance with national laws and regulations.

23.3.8 GENPACT shall carefully plan the audit requirements and activities involving checks on operational systems so as to minimize the risk of disruptions to business processes.

23.3.9 GENPACT shall protect access to information systems audit tools in order to prevent any possible misuse or compromise.

23.4 ISO 27001 Clauses/ Controls Addressed

- A.6.1.8 — Independent review of Information Security
- A.15.1.1 — Identification of applicable legislation
- A.15.1.2 — Intellectual property rights (IPR)
- A.15.1.3 — Protection of organizational records
- A.15.1.4 — Data protection and privacy of personal information
- A.15.1.6 — Regulation of cryptographic controls
- A.15.3.1 — Information systems audit controls
- A.15.3.2 — Protection of information systems audit tools

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23.5

Associated Procedures/ Guidelines

- Legal Knowledge Central
- ISMS Management Reference Document
- Integrity policy
- Document in management policy / Document retention Policy
- Data Privacy Policy

24. **APPENDIX**

24.1 **APPENDIX A: Abbreviations**

- **BPMS** : Business Process Management System
- **BCP/DRP** : Business Continuity/ Disaster Recovery Planning team
- **EHS** : Environmental Health & Safety team
- **ISL** : Information Security Leader
- **RFP** : Request for Proposal
- **NDA** : Non-Disclosure Agreement
- **SPOC** : Single Points of Contact
- **ESR** : Employee Service Request
- **GTN** : GE Telecommunications Network
- **SSO** : Single Sign-On
- **SDLC** : Software Development Life Cycle
- **SLA** : Service Level Agreement
- **IPR** : Intellectual Property Rights
- **CIO** : Chief Information Officer
- **CTO** : Chief Technology Officer
- **CFO** : Chief Finance Officer

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24.2 APPENDIX B: Terms & Definitions

Certain Terms are used throughout this policy. In order to avoid misinterpretation, several of the more commonly used terms are defined below.

- Associate** : Any full time or part time worker who has been hired by GENPACT, and is authorized to read, listen, record, enter, or update GENPACT Data resources.
- Temporary Personnel** : Non- GENPACT personnel; typically temporary personnel contracted with GENPACT through a temporary employment agency. Although temporary personnel often have access to many corporate resources, they are not considered GENPACT associates.
- Contract Programmer or Consultant** : Any personnel who contracts to work for a local or corporate GENPACT IT department, typically on a specific project such as the implementation of a new application or platform. Contract programmers and consultants are not considered GENPACT associates.
- COE** : **Centre of Excellence** — GENPACT is vertically divided into different **Business Units** (BU) called Centres of Excellence, referred to as COE in this document.
- ISL** : **Information Security Leader** — accountable for the overall management of information security for each pole. The term ISL refers to local (pole) ISL. Wherever global ISL is required, it will be explicitly mentioned in the document.
- Global ISL** : **Global Information Security Leader** — accountable for the overall management of information security in GENPACT
- ISMS** : **Information Security Management System** — It is that part of the overall management system, based on a Business risk approach, to establish implement, operate, monitor, maintain and improve information security. The management system includes organization, structure, and policies, planning activities, responsibilities, practices, administration and resources.
- GENPACT Global Security Council** : **GENPACT Management** — responsible for overseeing the implementation of information security across the organization.
- GENPACT Security Council** : Information Security Forum for each of the poles. All local COEs have representation in GENPACT security council headed by GENPACT ISL. Security council refers to the

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local (pole) security policy. Wherever global security council is required, it will be explicitly mentioned in the document.

Pole	:	Country office
Custodian	:	<p>A full time associate who is appointed custodian is responsible for the administration of controls and for processing, storing and protecting data and other resources residing on personal computers, Servers, LANs or mainframes. This responsibility includes one or more of:</p> <ul style="list-style-type: none">• Providing physical safeguards• Developing procedural safeguards• Controlling and monitoring information access• Backing up data and other resources
Guardian	:	A management-level, full time associate of GENPACT company, who is responsible for creating or maintaining resources, including data or software which reside on a personal computer/Server, LAN or mainframe.
Home Computer	:	A generic term which applies to non-GENPACT desktop or laptop PC used by an associate or covered employee to perform work-related tasks or telecommute from a worksite other than a GENPACT location.
ID or User ID	:	A unique identifier assigned to a system user. It can be a domain user id or an SSO id
Information Resource	:	Any tangible or intangible asset owned, leased or rented by GENPACT for use by an associate or covered employee which stores, retrieves or possesses electronic or hardcopy data. This definition includes any peripheral devices or technologies which support or enhance the storage, retrieval or processing of electronic data.
Owner	:	An associate who creates any data would be the owner of that data and shall, be responsible for ensuring that the data is protected as per the security requirements set by GENPACT. Final ownership of any data shall be with GENPACT.
Personal Computer/	:	Also referred to as a PC, microprocessor, or desktop computer. It typically consists of a CPU, monitor and

Exhibit 6

Insurance Policies

Genpact shall maintain the insurance policies for the limits as stated below during the term of this Agreement :

- (a) Errors and omissions/ network and internet (\$5MM) per occurrence and in annual aggregate.
 - (b) Crime (\$5MM) per occurrence and in annual aggregate.
 - (c) Umbrella policy (\$5MM) per occurrence and in annual aggregate.
 - (d) Commercial general liability (\$1MM) per occurrence and in annual aggregate.
-

Exhibit 7
Information Security Addendum

Information Security Addendum

1. Security Management

1.1 General. These Information Security Requirements (“ISRs”) constitute minimum standards for the protection of Green Dot Corporation (“GDC”) Sensitive Data. “GDC Sensitive Data” means GDC Confidential Information that is (i) nonpublic personal information of customers or consumers; (ii) nonpublic personal information of GDC employees; (iii) unpublished GDC financial data; or (iv) GDC strategic or proprietary business information that has been designated by GDC as Sensitive Data for purposes of these ISRs. GDC Sensitive Data is deemed to be Confidential Information of GDC as that term is defined in the agreement to which these ISRs are attached (the “Agreement”). GDC Sensitive Data is, and will at all times remain the property of GDC, and Company will only use it in connection with the provision to GDC of services contemplated by the Agreement (the “Services”). Company acknowledges and agrees that it is obligated to protect GDC Confidential Information in compliance with the Confidentiality provisions in the Agreement, or any higher standard required by law. If Company has access to GDC’s computer system or GDC’s network (the “GDC System”) from an external location or source, Company will be deemed to have access to GDC Sensitive Data and will be required to comply with these ISRs regardless of whether it is intended that Company will access GDC Sensitive Data in connection with performing the Services. Capitalized terms used but not defined in these ISRs will have the meaning given in the Agreement.

1.2 Company Security Policies. Company has established or will establish, and during the term of the Agreement will maintain, documented policies or standards appropriate to govern the handling of GDC Sensitive Data in compliance with these ISRs, the Agreement, and applicable law. These ISRs are not a substitute for Company’s own security policies, which may be more robust than these requirements.

1.3 GDC Security Assessments.

1.3.1 Company acknowledges that GDC has the authority to determine and specify the classification and corresponding security controls over GDC Sensitive Data that is processed and/or stored by Company. GDC Sensitive Data will only reside within a secure environment that includes at least [*]. Company will implement all security controls and policies required to comply with these ISRs prior to Company having access to GDC Sensitive Data, unless otherwise approved in writing by GDC Information Security Department (“ISD”).

1.3.2 If GDC requests, Company will participate in GDC’s Vendor Security Assessment process prior to being granted access to GDC Sensitive Data. In such case, GDC Sensitive Data will not be stored at, processed at, or transmitted to Company’s facilities (including any offsite facilities under its control) until ISD has determined to its reasonable satisfaction that (i) Company’s policies and standards sufficiently protect such information, and (ii) Company is in compliance with Company’s own security policies and standards.

1.3.3 During the term of the Agreement, Company will allow GDC or a mutually agreed upon independent third party to perform periodic security assessments or audits of Company’s compliance with these ISRs on a schedule reasonably required by GDC. Company will provide a copy of its security policies to ISD promptly upon GDC’s request. If a security assessment is required, Company will cooperate with GDC to allow GDC to conduct such a security assessment. Assessments should measure against an industry accepted framework such as ISO 27001 or COBIT.

1.3.4 If GDC’s assessment of Company’s security controls or policies—whether before commencement of the Services or at any time during the term of the Agreement—reveals deficiencies, GDC will have the right to document such security deficiencies in a Risk Acceptance and Mitigation (“RAM”) document (or successor thereto). If the RAM makes the mitigation of issues documented in the RAM a condition of Company commencing or continuing to perform Services, then Company will take appropriate corrective actions to resolve those issues pursuant to a remediation schedule acceptable to GDC.

1.3.5 If, as the result of an assessment conducted subsequent to the date Company is permitted access to GDC Sensitive Data, GDC determines that Company’s security practices are deficient, then GDC will have the right to (i) disconnect Company from the GDC System, or (ii) require that Company surrender or destroy any GDC Sensitive Data that is stored by Company until Company satisfactorily complies with applicable security requirements, whether or not this results in a suspension of or interference with Company’s ability to provide the Services, and without prejudice to any other remedies that GDC may be entitled to in the Agreement.

***Confidential Treatment Requested.**

1.4 Security Alert Process. Company will maintain a documented security alert process. That process will designate persons responsible for (i) monitoring the development of new threats to security of information in its possession, custody, or control; (ii) identifying security vulnerabilities; (iii) documenting such threats or vulnerabilities; and (iv) taking effective corrective action to remediate these threats or vulnerabilities. Examples of threats or vulnerabilities to security include any actual security breach or any attempted intrusion or any situation in which the data integrity is compromised.

1.5 Notification to GDC. Company will notify GDC of activities reasonably expected to increase the risk of compromise of the integrity of GDC Sensitive Data, such as the implementation of security patches, corrective actions to remediate security risks, or the transfer of physical files containing GDC Sensitive Data from one Company location to another. Company will inform GDC of such activities and the nature of potential risk to GDC Sensitive Data (i) by email to [*]. Company will inform GDC of the activities and the potential risk at the earliest opportunity, but in no case later than the commencement of such activities. Company will also notify GDC when the security risk is abated.

1.6 Incident Response.

1.6.1 For purpose of these ISRs, an “Incident” means any impairment to the security of GDC Sensitive Data including any (i) act that violates any law or any Company or GDC security policy; (ii) unplanned service disruption that prevents the normal operation of Company’s services to GDC; or (iii) unauthorized access to GDC Sensitive Data.

1.6.2 Company will maintain an Incident response function capable of identifying, mitigating the effects of, and preventing the recurrence of Incidents. If an Incident occurs, Company will [*].

1.6.3 At GDC’s request, Company will permit GDC or its third party auditor to review and verify relevant logs and data pertaining to any Incident investigation. Upon conclusion of investigative, corrective, and remedial actions with respect to an Incident, Company will prepare and deliver to GDC a final report that describes in detail [*].

1.6.4 In addition to the notice obligations in Section 1.6.2 above, Company will, at its cost and within the time period prescribed by law, take all actions required by law to notify Consumers, GDC customers or GDC employees affected by an Incident; provided, however, that any notification must first be approval by ISD.

1.6.5 Company will quarantine or remove any files that have been identified as infected and will log the event. Unless Company dynamically logs the log files via an automated process, Company will review log files on a daily basis. Company will report infected files to GDC as an Incident.

1.7 Credit Card Data. If Company is processing, handling, storing, accessing, or maintaining credit card transaction or credit card account data (collectively, “Cardholder Information”), then Company acknowledges that the applicable Card Associations (e.g., MasterCard or Visa) may require an audit of Company’s business practices according to their respective charters or agreements with GDC.

1.8 Regulatory Authorities. Company acknowledges that GDC’s governing or regulatory agencies may, as required or permitted by law, request an audit of Company’s business practices, as though it were an extension of GDC, when Company stores, processes, or transmits GDC Sensitive Data.

2. Personnel Security

2.1 Background Checks. Prior to assigning any of its Personnel to positions in which they will, or Company reasonably expects them to, have access to GDC Sensitive Data, Company will conduct background checks on such Personnel. For the purposes of these ISRs, “Personnel” means Company’s employees, independent contractors, and subcontractors. Company will not permit any person to have access to GDC Sensitive Data who has been convicted of, or entered into a pretrial diversion program arising from prosecution with respect to, (i) any felony, or (ii) any misdemeanor or other crime involving dishonesty, breach of trust, money laundering, or moral turpitude (including, without limitation, embezzlement, fraud, securities or financial related crime, perjury, larceny, or illegal manufacture, sale, distribution, or trafficking in controlled substances). If any Personnel are convicted of such crime(s) subsequent to the date they first have access to GDC Sensitive Data, or Company learns of a prior conviction during the term of the Agreement, then Company will inform GDC of the conviction and prevent such Personnel from performing any Services, unless otherwise requested by GDC in writing. Background check requirements stated elsewhere in the Agreement, if any, will control over the requirements of this Section 2.1.

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2.2 **Training.** Company certifies that its Personnel will be provided with a clear understanding of procedures and controls reasonably necessary to comply with these ISRs prior to their being granted access to CDC Sensitive Data. Company Personnel will, upon hiring, and at least annually thereafter, participate in security awareness training. This training will cover, at a minimum, Company's security policies, including acceptable use, password protection, data classification, Incident reporting, the repercussions of violations, and brief overviews of applicable U.S. laws and regulations. Company will also provide training regarding the Gramm-Leach-Bliley Act of 1999 if Company or its Personnel accesses personally identifying, nonpublic customer, consumer, or GDC employee data. If Company is PCI relevant, as described in Section 10 (Payment Card Industry Compliance) below, Company will also provide training regarding the Payment Card Industry Data Security Standard. Green Dot shall provide the Company with the relevant training material so as to enable the Company to provide the requisite training to its Personnel as desired by Green Dot.

2.3 **Due Diligence over Subcontractors.** Company will maintain a vendor security process to conduct appropriate due diligence prior to utilizing subcontractors to provide any of the Services. Company will continuously monitor the security capabilities of any such subcontractors to ensure Company's ability to comply with these ISRs. The due diligence and monitoring elements of this process will provide for the identification and resolution of significant security issues prior to engaging a subcontractor and for the continuous identification and resolution of any security issues during the term of the Agreement.

3. Physical Security

3.1 **General.** The physical security processes in this Section 3 apply to all facilities used to provide the Services at which GDC Sensitive Data is accessed, processed, stored, or maintained (the "**Company Premises**"), including any GDC resources provided for use by Company in connection with the Services, such as GDC-owned equipment that GDC locates at Company Premises (collectively, the "**GDC Resources**").

3.2 **Secure Area.** Company will restrict access to and will control and monitor all physical areas in Company's Premises that contain GDC Sensitive Data, including any floor space where Services are performed in which Personnel have access to GDC Sensitive Data, servers, switches, or other equipment that processes or stores GDC Sensitive Data (the "**Secure Area**"). Company will secure and monitor access to any Secure Area, and will maintain a physical security presence at the Secure Area, on a 24-hours-per-day, 7-days-per-week basis ("**24/7**"). Company will use approved document print and destruction controls when any GDC Sensitive Data is printed at a Secure Area. Company will revoke any Personnel's access to Secure Areas (e.g., will take away card keys from that Personnel) within twenty-four (24) hours of the earlier of (i) the cessation of such Company Personnel's need to access the system(s) or application(s), or (ii) the expiration, termination, or suspension of the Agreement.

3.3 **Access and Authorization Processes.** Company will maintain a documented authorization and logging process for all persons—including Personnel and visitors—who maintain or otherwise have access to the Secure Area. Company's authorization process will include at least the following:

3.3.1 At GDC's request, Company will provide reports detailing all access to Secure Areas or GDC Resources, including the identities and dates and times of access;

3.3.2 Company will regularly test its physical protection methods and will provide reports of the tests to GDC upon request;

3.3.3 Company will not allow outside support services personnel to access Secure Areas unless accompanied by Personnel authorized under the process described in this Section 3.3;

3.3.4 Company access systems will be capable of monitoring and logging door alarms at Secure Areas;

3.3.5 To the extent Company is required to maintain card access or video surveillance capability in accordance with the Agreement, (i) Company will maintain active service agreements with card access and video surveillance equipment support vendors; (ii) Company will retain all video surveillance image data for a minimum of ninety (90) days from the date such image data was collected; and (iii) Company will retain all image data related to known and reported Incidents or investigations indefinitely or until GDC notifies Company that the image is no longer needed; and

3.3.6 **Data Centers.** To the extent Company is operating a Company Data Center, Company will control all access to Company areas or cabinets that house phone and other "data transmission lines" or equipment as follows: (i) access will be controlled by badge reader at one or more entrance points; (ii) doors used

only as exit points will have only "one way" doorknobs or crash bar exit devices installed; (iii) all doors will be equipped with door alarms contacts; (iv) all exit doors will have video surveillance capability; and (v) all card access and video surveillance systems will be tied into generator or UPS backup systems. For purposes of these ISRs, a "Company Data Center" means a location at which Company provides data processing, transmission, or storage functions.

3.4 **Dedicated GDC Service Area.** (i) If Company is (a) a foreign service provider, or (b) providing cell center services, or (c) storing or locating GDC Resources at Company Premises, or (ii) if the Parties have specified in the Agreement that the Services will be performed in an area dedicated solely to providing services to GDC, then Company will create a "Dedicated GDC Service Area." The following requirements apply to a Dedicated GDC Service Area, in addition to those applicable to Company Premises and Secure Areas:

3.4.1 The Dedicated GDC Service Area will be fully enclosed and will have walls that provide sufficient visual baffling and auditory baffling to disable persons outside the work area from hearing conversations or viewing data inside the Dedicated GDC Service Area;

3.4.2 Access to the Dedicated GDC Service Area will be controlled with locked doors via card key access;

3.4.3 Company will locate GDC Resources that support the Services in the Dedicated GDC Service Area or in Company's Data Center. If servers included in GDC Resources are located in Company's Data Center, Company will physically segregate them from other Company servers and enclose them in racks or cages with a separate lock and key access;

3.4.4 Company will employ video surveillance equipment to monitor and record activity in the Dedicated GDC Service Area at all entry and exit points and in work areas on a 24/7 basis;

3.4.5 Company will maintain a Clean Desk Policy that has been approved by GDC in the Dedicated GDC Service Area. A "Clean Desk Policy" means all desks and workstations will be left free of paper at the end of each shift and any printed data created during each shift will be shredded at the end of each shift; and

3.4.6 To the extent Personnel have a need to access GDC Sensitive Data in a Dedicated GDC Service Area, Company will disable any removable media drives on workstations within such Dedicated GDC Service Area and will prohibit all cameras, cell phones, and other portable handheld devices with photographic or recording functions in a Dedicated GDC Service Area. Removable media includes, but is not limited to: floppy drives, CD/DVD drives, MP3 players, flash drives and USB drives, or other writable recording and/or storage devices.

4. Systems Access Control and Network Access Control

4.1 **Access Controls.** Company certifies that it employs access control mechanisms to prevent unauthorized access to GDC Sensitive Data and to limit access to Personnel with a business need to know. Such mechanisms will have the capability of detecting, logging, and reporting access to the system or network or attempts to breach security of the system or network. Additionally, all elements of Company's system or network will be capable of distinguishing access privileges, at a minimum, to the following separate categories:

4.1.1 End user of services (e.g., a GDC customer or a broker/dealer);

4.1.2 GDC employees and GDC independent contractors; and

4.1.3 Company Personnel.

Company will limit access to Company systems solely to the Personnel and that portion of the Company system to which they need access to perform specific responsibilities or functions in support of the Services. Each Personnel must have an individual account that authenticates that individual's access to GDC Sensitive Data. Company will not allow sharing of accounts.

4.2 **Regular Review of Access Controls.** Company will maintain a process to review access controls no less frequently than [*] for all Company systems that contain GDC Sensitive Data, including any system that, via any form of communication interface, can connect to the system on which GDC Sensitive Data is stored. For any Personnel who access the GDC System, Company will maintain a process that validates such Personnel each time access is attempted. These access processes and the process to establish and delete individual accounts will be documented in, and will be in compliance with, Company's security policies and standards (referenced in Section 1.2 (Company Security Practices), above). Company will maintain the same processes of review and validation for any third party systems it uses that contain GDC Sensitive Data. Company will review and update (for accuracy and

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any status changes) GDC System access reports supplied by GDC and will return the reports to GDC with any changes or updates within [*] days of date of receipt.

4.3 Screensavers. Company will configure production workstations and servers to prohibit modification by users and will enable screensavers. Company policy will require that users activate the screensaver when leaving a workstation unattended and that users be re-authenticated to unlock the screensaver. Company will configure the production workstations and servers to automatically suspend a session after a period of inactivity not to exceed [*] minutes and to require re-authentication to resume the session.

4.4 Remote Access Authentication. To the extent GDC permits Company to have remote access to the GDC System, GDC requires Company to use two-factor authentication for such access.

4.5 Revocation of Access. Company will revoke Personnel's access to physical locations, systems, and applications that contain or process GDC Sensitive Data within [*] hours of the earlier of (i) the cessation of such Personnel's need to access the system(s) or application(s), or (ii) the expiration, termination, or suspension of the Agreement. Company will notify GDC in writing of the identity of each Personnel with privileged network access to the GDC System (i.e., System Administrator) (including name and purpose(s) of access) for whom access is requested for connectivity to the GDC System and will notify GDC within [*] day of any status change, including new hire, termination, or transfer.

4.6 Dedicated GDC Service Area Access Controls. If a Dedicated GDC Service Area is required, then Company will configure its system or network to only allow access to the GDC Sensitive Data and applications from the Dedicated GDC Service Area.

5. Systems Development and Maintenance

5.1 Approved Configuration. If Company has access to the GDC System, then Company agrees that Company will not attempt to access, or permit access to, the GDC System or systems that access the GDC System from platforms or via use of protocols other than those in the configuration presented by Company to and approved by GDC. If Company changes the platform or protocols, Company will notify the GDC business unit with which it does business and will notify [*], so that GDC will be able to determine if a security assessment is required.

5.2 Change Management. Company will employ an effective, documented change management program with respect to the Services as an integral part of its security profile. GDC reserves the right to review the change management reports upon reasonable notice and to require remedial action if any deficiencies are identified.

6. Telecommunication and Network Security

6.1 General. To the extent Company is required to maintain a telecommunication connection to the GDC System in order to provide Services under the Agreement, Company will do the following:

6.1.1 Employ security practices and equipment sufficient to ensure that its end of the telecommunications connection will not allow unauthorized traffic to pass into the GDC System through the common Internet connection; and

6.1.2 Maintain in a READ only mode any remote server access permitted by Company to its systems that support GDC, unless Company obtains GDC's prior written approval of a security plan for more intrusive access.

6.2 Discontinuing Access. To the extent Company is required to maintain a telecommunication connection to the GDC System in order to provide Services under the Agreement, GDC reserves the right to disconnect Company's access to the GDC System without notice if unauthorized access is discovered. Such disconnection, if it occurs, will not relieve Company of its obligation to perform Services under the Agreement and is without prejudice to any other remedies that GDC may be entitled to in the Agreement.

6.3 Call Centers. To the extent Company is providing call center services, Company will configure telephone systems that are dedicated to providing Services to GDC to limit inbound and outbound calls to only those

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locations approved by GDC. If Company's caller identification function is enabled, the caller identification must be accurate.

7. Storage, Handling, and Disposal

7.1 General. Company will separate and segregate GDC Sensitive Data from its other clients' data except where otherwise approved in writing by GDC. Company will dispose of GDC Sensitive Data in accordance with Green Dot's Information Security guidance and approval on the method.

7.2 Electronic Form Data. Company will encrypt GDC Sensitive Data that is in electronic form while In Transit. "In Transit" means information moving over wired and wireless local and/or wide area networks and the Internet and is also commonly referred to as "in motion" or "en route." While in Storage, Company will ensure that all GDC Sensitive Data in electronic format is placed in Secure Areas with adequate controls (including encryption with proper key management) to prevent unauthorized access. "In Storage" means information stored in databases, in file systems, and on various forms of online and offline media (DASD, tape, etc.) and is also commonly referred to as "at rest." If mobile devices (e.g., laptop, palm pilot, cell phone) are used to perform any part of the Services, Company will encrypt all GDC Sensitive Data on such mobile devices. Company will use current, non-proprietary, commercially available, industry standard encryption algorithms with at least 256bit key strength to encrypt GDC Sensitive Data. Cryptographic keys should be stored securely and managed appropriately with separation of duty controls to prevent compromise.

7.3 Physical Form Data. Company will comply with all GDC security requirements as updated from time to time regarding the storage, transfer, handling, and disposal of GDC Sensitive Data that is in a physical form. Information stored in a physical form will only be stored in a Secure Area, and Company will establish and operate a document control system to record and track the transfer of all GDC Sensitive Data that is in physical form both (i) between and within Company facilities, and (ii) via any external shipment. Such a control system will include, at minimum, a description of the specific records being transferred (e.g., loan document record numbers, etc.), as well as the parties who are preparing, shipping, receiving, and processing such materials.

7.4 Shipments. Company will transfer all GDC Sensitive Data in physical form in secure containers or packaging. Company will ship any GDC Sensitive Data in physical form via controlled transportation methods reasonably designed to prevent unauthorized access or compromise. Controlled transportation methods include enclosed locked vehicles, registered mail, and commercial shipping services with numbered tracking capability (e.g., UPS, FedEx).

8. Disaster Recovery and Business Continuity

8.1 General. This Section 8 constitutes minimum standards to assure the continued provision of services to GDC by Company. Company will comply with this Section 8 if Company is providing any business process that is determined by GDC's Office of Continuity Assurance ("OCA") to be a dependency to a Mission Critical business process, to a Critical business process, or to an Important business process, or any business process that is performed by a foreign service provider.

8.2 Disaster Recovery and Business Continuity Plan.

8.2.1 Company will provide GDC with documentation of its disaster recovery and business continuity strategy or capability, unless otherwise approved in writing by GDC's OCA (the "Plan"). The Plan will address actions that Company will take in the event of an extended outage of service and will include test results for the Disaster Recovery and Business Continuity elements of the Plan within a [*] month period. A Business Continuity Plan includes, but is not limited to, elements such as event management, life safety, alternative site locations, and call tree testing. A Disaster Recovery plan includes system(s) recovery. Prior to the Effective Date of the Agreement, Company will deliver to GDC a copy of the Plan dated not more than [*] months old. At GDC's request, Company will participate in an annual OCA Vendor Continuity Assessment Program. If GDC identifies risks during the Vendor Continuity Assessment Program, Company will submit to GDC a remediation plan including support timelines. GDC will have the right to approve or reject the remediation plan in writing. If Company has not tested the Plan within the prior twelve (12) months, then Company and GDC will agree on a risk mitigation document. If GDC raises issues or concerns regarding the Plan, Company will use reasonable efforts to

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address them and the parties will agree on a risk mitigation document that addresses the issues. Company will cooperate with GDC in responding to any requests from any agency having regulatory authority over GDC, including, without limitation, the Office of Thrift Supervision.

8.2.2 Company will ensure that the Plan will address the action and resources required to provide for (i) the continuous operation of Company, and (ii) in the event of an interruption, the recovery of the functions required to enable Company to provide the Services described in the Agreement, including all required systems, hardware, software, and data supporting these functions, within a Recovery Time Objective sufficient to meet any service levels described in the Agreement.

8.2.3 Company will update and resubmit the Plan to GDC at least once every [*] month period starting with the Effective Date and whenever there are significant or material changes in the Agreement-required systems, recovery strategies, recovery resources, actions described in the Plan, or other information affecting the recovery of Agreement-required functions.

8.2.4 Company will ensure that all business continuity and disaster recovery resources, including, without limitation, systems, facilities, equipment, and personnel as described in the Plan and as needed to perform the Agreement-required services or functions, remain available in quantities to enable Company to perform the Services throughout the term of the Agreement.

8.2.5 Company will test the Plan each time the Plan is revised, but not less than once every [*] months, by using any of several industry standard testing methods. Company will notify GDC at least [*] days in advance of any Plan testing that requires GDC's participation. GDC will have the option to decide upon the nature and extent of its participation, including the opportunity to participate in the planning and scope of the test.

8.3 Reporting.

8.3.1 Company will report in writing the results of each Plan test and deliver the test results, certified by an authorized Company officer, to GDC's OCA within [*] days following completion of the test. The report will include a finding as to whether the objectives of the test were met, including all errors, omissions, inaccuracies, and outdated information discovered in the Plan. The report will also include corrective action planned for these errors, omissions, inaccuracies, and outdated information and the date by which corrective actions will be completed.

8.3.2 Within [*] hours, or other time period agreed upon in writing, of an interruption of a service that is a dependency to a Mission Critical business process, to a Critical business process, or to an Important business process, or is a business process performed by a foreign service provider, Company will provide to the GDC-designated representative an initial report that includes the nature of the interruption and an estimate of the time it will take to return to Agreement-required service levels.

8.3.3 After an interruption of a service that is a dependency to a Mission Critical business process, to a Critical business process, or to an Important business process, or is a business process performed by a foreign service provider, following restoration of those services to normal levels, Company will provide to the GDC-designated representative a complete report within [*] days of such restoration, including a description of (i) each service interrupted, (ii) the time required for recovery and return to Agreement-required service levels, (iii) Agreement-required products or services that were not provided or only partially provided as a result of the interruption, (iv) the specific corrective action taken, (v) the material effect, if any, on GDC, and (vi) whether or not the Plan was adhered to, and, if not, what changes will be made to the Plan.

9. System Security

9.1 Architecture and Design.

9.1.1 Company will maintain policies that prohibit wireless implementations, including wireless peripheral devices such as keyboards, printers, or any device that may record or store GDC Sensitive Data, with respect to any aspect of the Services unless approved by ISD.

9.1.2 Company will dedicate production workstations and servers in a Dedicated GDC Service Area solely to providing Services to GDC (i.e., they will not be used by Company for its own account for administrative purposes, or on behalf of other of Company's clients and will, at a minimum, reside on a separate VLAN protected by hardware-based firewalls).

9.1.3 Company will segregate GDC Sensitive Data stored on servers outside a Dedicated GDC Service Area from other data when physically and logically possible to permit the return or destruction of GDC Sensitive Data as provided for in the Agreement. Company will not store any GDC Sensitive Data on a production workstation outside a Dedicated GDC Service Area.

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9.1.4 Production workstations and servers connected to the GDC network will utilize only the GDC proxy for any connection to the Internet

9.2 Malicious Code Protection.

9.2.1 All workstations and servers will run the current version of industry standard anti-virus software with the most recent updates available on any workstation or server. Company will configure this equipment and have supporting policies to prohibit users from disabling anti-virus software, altering security configurations, or disabling any other protective measure put in place to ensure the safety of GDC's or Company's computing environment, such as a desktop firewall or laptop encryption.

9.2.2 Workstations that connect to the GDC System will have current anti-virus software configured to run real-time scanning of memory and local disk writes, as well as a scan of the machine on a regularly scheduled interval not to exceed seven (7) calendar days.

9.2.3 Company will quarantine or remove files that have been identified as infected and will log the event. Unless Company dynamically logs the log files via an automated process, Company will review log files on a daily basis. Company will report infected files to GDC as an Incident as set forth in Section 1.6.2 (Incident Response) above.

9.3 Patch Management.

9.3.1 Company will patch all workstations and servers with all current patches deployed in Company's computing environment according to a schedule predicated on the criticality of the patch.

9.3.2 Company will review and update all patch management support documents no less frequently than on an annual basis. GDC reserves the right to review these patch management support documents.

10. Payment Card Industry ("PCI") Compliance

10.1 Section 10 applies whenever Company is "PCI Relevant." "PCI Relevant" means Company will be transmitting, processing, handling, accessing, maintaining, or storing GDC Cardholder Information in the course of providing Services under the Agreement.

10.2 Company will validate its adherence to the best practices as adopted from the Payment Card Industry Data Security Standard ("PCI-DSS") according to the standards presently being adhered to by Green Dot for its facilities and data centers, including completion of any required assessments, if any.

10.3 Company agrees to achieve full adherence to the best practices in accordance with the standards presently adhered to by Green Dot within a time frame agreed upon between Company and Green Dot as part of GDC's assessment process.

10.4 Once compliance with the PCI-DSS best practices is established as set forth in Section 10.2 or 10.3 above, Company will maintain such compliance at all times during the term of the Agreement. This requirement will survive beyond the term of the Agreement until Company returns, destroys, or causes the destruction of any and all GDC Cardholder Information in its possession, custody, or control.

10.5 Company will provide GDC or any Card Association with evidence of full adherence to the best practices as presently being adhered to by Green Dot for its facilities and data centers upon request.

Exhibit 8

Genpact Affiliates

The following are the list of Genpact Affiliates approved by Green Dot for performing Services under the MSA:

1. Genpact Services LLC. — Philippines
2. Genpact Administraciones-Guatemala, S.A. — Guatemala

Genpact shall seek approval of Green Dot in the event any other Affiliate of Genpact is to perform services under this Agreement.

Exhibit 9
Refresh Schedule

IT Fixed Asset Management
Process

For GREEN DOT

Technology Equipment Media selection and disposal guidelines

- Technology Solution is provided with the right selection of equipments
- All equipments are refreshed basis the guidelines laid out as under (subject to availability of compatible successor or EOL whichever is earlier)
 - Desktops
 - Workstation Phones
 - Desktop Operating system (windows xp)
 - Anti Virus
 - Data network equipments
 - Distributed Computing equipments
- Disposal Policy — (Equipments sent out for repair / replacement are subject to data sanitization process)
 - Tools Utilized
 - [*] years
 - [*] years
 - [*] years or EOL
 - Regular Updates
 - [*] years or EOL
 - [*] years or EOL
 - Kill Disk, Eraser or De Gauss etc. consistent with the Information Security Addendum as detailed in Exhibit 7 of the MSA
 - All desktops / laptops / hard disks, server class machines
- Equipments covered are

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THIS WARRANT AND THE SECURITIES ISSUABLE UPON THE EXERCISE HEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED AND MAY NOT BE SOLD, TRANSFERRED, ASSIGNED OR HYPOTHECATED EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE 1933 ACT COVERING SUCH SECURITIES OR IF THE COMPANY RECEIVES AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE COMPANY, STATING THAT SUCH SALE, TRANSFER, ASSIGNMENT OR HYPOTHECATION IS EXEMPT FROM THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS OF THE 1933 ACT.

WARRANT
of
GREEN DOT CORPORATION

Number W-041

March 3, 2009

THIS CERTIFIES THAT, for value received, PayPal, Inc., a Delaware corporation (as used in the context of this Warrant as the holder of this Warrant, the "Holder") is entitled to purchase up to the Maximum Number (as defined below) of shares (the "Shares") of Common Stock (the "Common Stock") of Green Dot Corporation, a Delaware corporation (the "Company"). Capitalized terms used herein and not defined shall have the meanings set forth in that certain Master Services Agreement between the Company and PayPal, Inc., a Delaware corporation (as used in the context of this Warrant other than as the Holder, "PayPal") dated as of February 18, 2009 (the "Master Services Agreement"). As used herein the "Maximum Number" shall mean 4,283,456, subject to adjustment as set forth herein and subject to the terms and conditions set forth herein; *provided, however*, that the Maximum Number shall be increased by 50,000 shares on September 2, 2009 if the GE Warrant (as defined below) has not been repurchased by the Company on or before September 1, 2009.

1. Exercise of Warrant. The terms and conditions upon which this Warrant may be exercised, and the Shares may be purchased, are as follows:

1.1 Term.

(a) Subject to the terms hereof, this Warrant shall be exercisable in whole or in part with respect to any Exercisable Shares (as defined below) only, at any time prior to the Expiration Date. The term "Expiration Date" means the earliest to occur of the following: (i) 11:59 p.m., Pacific Time, on March 3, 2017; *provided*, that if no Shares have vested by March 3, 2014, such expiration date shall be March 3, 2014; (ii) the date of a Standard Termination (as defined below); (iii) upon determination of Cash Value (as defined below) pursuant to and in compliance with Section 2.3 of this Warrant following an event that gives rise to Holder's right to a Cash Value Payout;

(iv) upon the consummation of an Underwater Cash Transaction (as defined in Section 2.1); (v) upon the consummation of an eBay Change of Control Transaction (as defined below); (vi) upon the consummation of a Vested In-the-Money Change of Control Transaction (as defined below); or (vii) the date upon which PayPal's obligations under Section 6.3(a) of the Master Services Agreement are released with respect to a Competing Service in accordance with Section 6.3(b) of the Master Services Agreement as a result of its entry into a Competing Service Agreement (an "Exclusivity Opt-Out"). As used herein, a "Standard Termination" shall mean a termination of the Master Services Agreement other than a termination by (i) PayPal pursuant to Sections 4.4(b), 10.6, 10.8(b) (only to the extent such breach by the Company results in or is reasonably expected to result in material harm to PayPal), 10.8(c), 10.8(d), 10.8(e), 10.8(f), 10.8(g) or 10.10 of the Master Services Agreement or (ii) the Company pursuant to Sections 10.2, 10.4 (to the extent the termination is not mutual, the governmental action, law, rule or regulation does not directly or indirectly prohibit either party's performance under the Master Services Agreement and the Company's termination is exclusively based on commercial reasons), 10.7(b) (only to the extent the breach by PayPal is not willful and does not result in or is not reasonably expected to result in material harm to the Company) or 15.7 of the Master Services Agreement. As used herein, an "eBay Change of Control Transaction" shall mean a Change of Control Transaction (as defined below) where either eBay Inc. ("eBay") or a Subsidiary thereof is the other party to the Change of Control Transaction. As used herein, a "Vested In-The-Money Change of Control Transaction" shall mean a Change of Control Transaction which is consummated following the full and complete vesting of the Tranche A Shares pursuant to Section 1.3 in which the consideration per share paid to the holders of the Company's Common Stock in such Change of Control Transaction is in excess of the Exercise Price. As used herein, a "Change of Control Transaction" shall mean (i) a merger, consolidation or reorganization of the Company with or into any other entity or entities in which the holders of the Company's capital stock prior to the consummation of such event hold less than 50% of the voting power of the surviving entity (or, if the surviving entity is a wholly owned Subsidiary, its parent) immediately after such consolidation, merger or reorganization; (ii) any transaction or series of related transactions to which the Company is a party in which a majority of the Company's outstanding voting power is transferred (not including any new issuances of securities of the Company in a bona fide financing transaction in exchange for cash or evidence of indebtedness); or (iii) a sale or other disposition of all or substantially all of the assets of the Company. As used herein, a "Subsidiary," shall mean an entity which a person directly or indirectly owns or purports to own, beneficially or of record: (i) an amount of voting securities of or other interest in such entity that is sufficient to enable such person to elect at least a majority of the members of such entity's board of directors or other governing body; or (ii) at least 50% of the outstanding equity, voting or financial interests in such entity.

(b) Notwithstanding anything to the contrary set forth herein, in the event that acquisition of any Shares by Holder upon exercise of this Warrant shall require the receipt of any federal, state, local or foreign governmental order, permission, consent, approval or authorization (a "Permit") or the expiration of any waiting periods applicable to the acquisition of the Shares under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act") or any other applicable statute, rule, regulation, order or restriction of any domestic or foreign government or any instrumentality or agency thereof, then the Expiration Date and all rights of Holder hereunder to exercise this Warrant shall be extended until the (10th) business day following receipt of all such

applicable Permits and expiration of all such applicable waiting periods; *provided* that the Holder shall have provided written notice prior to the Expiration Date as defined in clause (a) above (without giving effect to the extension set forth in this clause (b)) of Holder's intent to exercise the Warrant and acquire all or part of the Exercisable Shares subject to the receipt of such Permits or the expiration of such waiting periods. Holder and the Company shall use best efforts to file, as soon as practicable after notice by Holder of its intent to exercise this Warrant in whole or in part and acquire any Exercisable Shares, all notices, reports and other documents required to be filed by such party with any governmental body with respect to such exercise and acquisition. Without limiting the generality of the foregoing, the Company and Holder shall, promptly after such notice, prepare and file any notifications, applications or filings required under any Permit including the notifications required under the HSR Act or under any other applicable statute, rule, regulation, order or restriction of any domestic or foreign government or any instrumentality or agency thereof that is designed to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade in connection with such exercise and acquisition. The Company and Holder shall use best efforts to respond as promptly as practicable to: (i) any inquiries or requests (including any "second request") received from the Federal Trade Commission or the U.S. Department of Justice for additional information or documentation; and (ii) any inquiries or requests received from any state attorney general, foreign antitrust authority or other governmental body in connection with antitrust or related matters or in connection with any Permit. Holder shall pay the documented filing fees and reasonable expenses associated with any filings pursuant to the HSR Act or any Permit related to any such exercise and acquisition.

1.2 **Exercise Price.** This Warrant shall have a per share exercise price equal to **\$23.70** per Share (subject to adjustment as set forth herein) (the "**Exercise Price**"); *provided, however*, that the Exercise Price shall be decreased to \$23.43 per Share on September 2, 2009 if the GE Warrant has not been repurchased by the Company on or before September 1, 2009. The Company agrees to provide written notice to Holder promptly after the repurchase of the GE Warrant and upon such notice, the foregoing adjustment to the Exercise Price and the increase in the Maximum Number set forth in the preamble hereto shall have no further force and effect.

1.3 **Vesting.**

(a) 80% of the Shares ("**Tranche A Shares**") subject to this Warrant will vest at such time, if any, prior to the earlier of (i) the Expiration Date (without giving effect to any extension of the Expiration Date pursuant to Section 1.1(b) above); (ii) any termination of the Master Services Agreement; or (iii) March 3, 2014 as: (A) the Annualized Aggregate Funding Amount (as defined below) has at any time equaled or exceeded \$4.0 billion; **OR** (B) the Company generates \$60.0 million or more in PayPal-Generated EBITDA (as determined below) in any consecutive 12-month period. As used herein, "**Annualized Aggregate Funding Amount**" shall mean an amount equal to the product of (i) the aggregate Funding Amount of all Funding Transactions completed within the most recently completed two fiscal quarters; and (ii) 2; *provided, however*, that for purposes of calculating the foregoing, the portion of the Funding Amount of any individual MoneyPak in excess of \$200 shall be disregarded. "PayPal-Generated EBITDA" for any period shall be determined by adjusting PayPal Net Income for such period (as determined below) for the following (for such period):

- (i) add back Revenue Pro Rata Percentage (as defined below) of income tax expense (and subtract Revenue Pro Rata Percentage of income tax benefit)
- (ii) add back Revenue Pro Rata Percentage of interest expense (and subtract Revenue Pro Rata Percentage of interest income)
- (iii) add back Revenue Pro Rata Percentage of depreciation and/or amortization of assets
- (iv) add back Revenue Pro Rata Percentage of stock-based compensation expense
- (v) add back Revenue Pro Rata Percentage of any increase in expenses or reduction to revenues due to warrants, convertible preferred shares, convertible debt or other issuances of equity other than this Warrant;
- (vi) add back any increase in expenses or reduction to revenues due to this Warrant;
- (vii) add back Revenue Pro Rata Percentage of provision for losses related to transactions in excess of a cardholder's balance
- (viii) add back Revenue Pro Rata Percentage of deductions from revenues for fees assessed on overdrawn accounts
- (ix) add back Revenue Pro Rata Percentage of amortization of deferred expenses (to the extent such expenses are not included in cost of revenues used to determine PayPal Gross Margin for such period); and
- (x) add back Revenue Pro Rata Percentage of any impairment of assets.

"PayPal Net Income" for any period shall be determined by determining PayPal Gross Margin for such period and (i) subtracting the Revenue Pro Rata Percentage of all items of loss or expense for such period (other than cost of revenues) which would be required to be reflected on the Company's consolidated statement of income for such period as determined in accordance with United States generally accepted accounting principles applied on a consistent basis ("GAAP"); and (ii) adding back all items of income (other than revenues) which would be required to be reflected on the Company's consolidated statement of income for such period as determined in accordance with GAAP. "PayPal Gross Margin" for any period shall be determined by subtracting the Company's cost of revenues, which would be required to be reflected on the Company's consolidated statement of income for such period as determined in accordance with GAAP, for all revenues associated with the Joint Service, the Master Services Agreement and any other commercial transaction entered into after the Effective Date pursuant to a written agreement entered into by or between, eBay, PayPal or their respective affiliates, on the one hand, and the Company and its affiliates, on the other hand (a "Subsequent Arrangement"), which would be required to be reflected on the Company's consolidated statement of income for such period as determined in accordance with GAAP, but excluding any interchange revenues earned by the Company except as provided for in a Subsequent Arrangement ("PayPal Revenue") from PayPal Revenue. "Revenue Pro Rata Percentage" shall mean the percentage determined by multiplying (i) the quotient obtained by dividing PayPal Revenue for a period by the Company's total consolidated revenues for such period which would be required to be reflected on the Company's consolidated statement of income for such period as determined in accordance with GAAP by (ii) 100.

(b) 20% of the Shares ("Tranche B Shares") subject to this Warrant will vest at such time, if any, prior to the earlier of (i) the Expiration Date (without giving effect to any extension of the Expiration Date pursuant to Section 1.1(b) above); (ii) any termination of the Master Services Agreement; or (iii) March 3, 2014 that: (A) the Tranche A Shares become fully vested pursuant to Section 1.3(a) above; AND (B) eBay promotes and designates the MoneyPak as the preferred method through which an eBay user who has registered on eBay.com and accepted the eBay user agreement found on eBay.com (an "eBay User") can use Cash to fund payments on eBay.com or an applicable eBay affiliate's website (a "Direct Cash Funding Method"), provided that the foregoing condition may be satisfied notwithstanding eBay's or an applicable eBay affiliate's acceptance or promotion of the funding of payments by eBay Users on eBay.com or an applicable eBay affiliate's website through (1) traditional bank accounts and any instruments and methods of drawing funds therefrom; (2) the use of Association-branded debit cards, including Association-branded prepaid/stored value cards (which may include rebate or promotional cards branded with the Marks of an eBay affiliate other than PayPal); or (3) the closed-loop eBay-branded gift cards currently available for purchase at multiple retailers nationwide, or any similar closed-loop eBay affiliate (other than PayPal) branded gift cards that may be made available during the term of the Master Services Agreement, where such gift card balance is segregated and only available for use on eBay.com and/or an applicable eBay affiliate's website as applicable, in each case notwithstanding that such accounts and/or cards may, in turn, have been funded or purchased with Cash (each of (1), (2), and (3) above an "Accepted Alternative Funding Method"); AND (C) in addition to the MoneyPak and Accepted Alternative Funding Methods, no more than two additional vendors (the "Other Vendors") offer a Direct Cash Funding Method, subject to the following requirements: (1) that each Other Vendor offers other methods for eBay Users to fund payments on eBay.com or an applicable eBay affiliate's website in addition to such Direct Cash Funding Method; (2) that the aggregate transaction volume of the Direct Cash Funding Method offered by each Other Vendor for eBay Users to fund payments on eBay.com and eBay affiliates does not constitute a material portion of such Other Vendor's aggregate transaction volume (as measured by the aggregate dollar amount of all transactions using all payment funding methods offered by such Other Vendor); and (3) that eBay does not actively promote the Direct Cash Funding Method offered by the Other Vendors; and (4) the Other Vendors' aggregate transaction volume (as measured by the aggregate dollar amount of all transactions using all payment funding methods offered for eBay Users to fund payments on eBay.com and eBay affiliates' website by such Other Vendor), does not constitute more than two percent (2%) of all transaction volume (as measured by the aggregate dollar amount of all transactions) on eBay and eBay affiliates' websites (in the aggregate).

(c) Notwithstanding the foregoing, in the event of an eBay Change of Control Transaction prior to the vesting of the Tranche A Shares, immediately prior to the consummation of such transaction (i) a portion of the Tranche A Shares equal to the product obtained by multiplying (A) the quotient calculated by dividing (1) the Annualized Aggregate Funding Amount by (2) \$4.0 billion (such quotient, the "Pro Rata Fraction"), by (B) the Tranche A Shares, will automatically vest and become exercisable by Holder; and (ii) if all the requirements for the vesting of Tranche B Shares as set forth in Section 1.3(b) above have been satisfied, a portion of the Tranche B Shares equal to the product obtained by multiplying the Pro Rata Fraction by the Tranche B Shares will automatically vest and become exercisable by Holder.

(d) Shares which have vested in accordance with the foregoing provisions shall be referred to herein as “Exercisable Shares.”

1.4 Method of Exercise.

(a) The exercise of this Warrant shall be effected by (i) the surrender of this Warrant, together with a duly executed copy of the form of subscription attached hereto as Schedule A, to the Company at its principal offices and (ii) the delivery of the Exercise Price by check or bank draft payable to the Company's order or by wire transfer of same day funds to the Company's account for the number of Shares for which the Warrant is being exercised. The exercise of this Warrant shall be deemed to have been effected immediately prior to the close of business on the day on which this Warrant shall have been surrendered to the Company as provided herein or at such later date as may be specified in the executed form of subscription, and at such time, the person or persons in whose name or names any certificate or certificates for Shares issuable upon such exercise, as provided herein, shall be deemed to have become the holder or holders of record thereof.

(b) In addition to and without limiting the rights of the Holder under the terms of this Warrant, the Holder shall have the right to convert this Warrant into Shares (the “Conversion Right”) through the net exercise procedure described below by the surrender of this Warrant, together with a duly executed copy of the form of subscription attached hereto as Schedule A, to the Company at its principal offices. Upon exercise of the Conversion Right with respect to the number of Shares that are exercised pursuant to this Warrant, the Company shall deliver to the Holder (without payment by the Holder of the Exercise Price or any cash or other consideration) that number of Shares equal to the quotient obtained by dividing (i) the Fair Market Value (as defined below) of the aggregate number of Shares exercised pursuant to this Warrant on the date of conversion, which value shall be equal to (A) the aggregate Fair Market Value of such Shares less (B) the aggregate Exercise Price of such Shares by (ii) the Fair Market Value of one Share. Fair Market Value shall be determined by the Company's Board of Directors in good faith; *provided, however*, that (i) that in the event that this Warrant is exercised pursuant to this Section 1.4(b) in connection with the Company's initial public offering of its Common Stock pursuant to a registration statement under the Securities Act of 1933, as amended (or any successor statute) (an “IPO”), the fair market value per share shall be the per share offering price to the public of a share of the Company's Common Stock in such IPO; (ii) where there otherwise exists a public market for the Company's Common Stock at the time of such exercise, the Fair Market Value shall be the average of the closing bid and asked prices per share of the Company's Common Stock quoted in the Over-The-Counter Market Summary or the last reported sale price of the Common Stock or the closing price quoted on any NASDAQ market or on any exchange on which the Common Stock is listed, whichever is applicable, for the five (5) trading days prior to the date of determination of Fair Market Value (or such shorter period of time during which the Company's Common Stock was traded over-the-counter or on such market or exchange).

(c) Subject to the receipt of any applicable Permit and expiration of any waiting periods applicable to the acquisition of the Shares under the HSR Act or any other applicable statute, rule, regulation, order or restriction of any domestic or foreign government or any

instrumentality or agency thereof, as promptly as practicable on or after the exercise of this Warrant (and in any event within five business days thereafter) the Company shall issue and deliver to the person or persons entitled to receive the same a certificate for the number of shares issuable upon such exercise and, if this Warrant has not been fully exercised or converted and has not expired, a new Warrant representing the Shares not so acquired or converted, *provided*, subject to the receipt of any such Permit and expiration of such waiting periods, the person in whose name any certificate or certificates for Shares are to be issued upon exercise of this Warrant shall be deemed to have become the holder of record of such shares on the date on which this Warrant was surrendered and payment of the Exercise Price was made, irrespective of the date of delivery of such certificate or certificates. No fractional shares or scrip representing fractional shares shall be issued upon the exercise of this Warrant. In lieu of any fractional share to which the Holder would otherwise be entitled, the Company shall make a cash payment equal to the Fair Market Value of a share of Common Stock less the Exercise Price, multiplied by such fraction. All Shares (including fractions) issuable upon exercise of this Warrant shall be aggregated for purposes of determining whether the exercise would result in the issuance of any fractional share.

2. Cash Value Payout.

2.1 Company Option Upon a Change of Control. Notwithstanding anything to the contrary set forth herein, in the event the Company enters into a definitive agreement with respect to a Change of Control Transaction (other than an eBay Change of Control Transaction), the Company shall have the option, conditioned upon (i) closing of the Change of Control Transaction; and (ii) payment of the Cash Value Payout, if any, (as defined below) in cash or wire of immediately available funds to Holder at the later of the closing of such Change of Control Transaction or within five (5) days following the determination of the Cash Value in accordance with Section 2.3, to pay (or the Company's successor in such Change of Control Transaction shall pay) Holder an amount (the "Cash Value Payout") equal to the Cash Value, if any (as defined below), of this Warrant as of (and giving effect to) such Change of Control Transaction; *provided, however*, this provision shall not apply (and this Warrant shall terminate with no payment required from the Company to the Holder) in the event the Change of Control Transaction is an all-cash transaction (which shall include a transaction in which there is a cash payment at the closing and additional cash consideration to be paid post-closing) and the consideration per share to be paid to the holders of the Company's Common Stock in the Change of Control Transaction is less than the Exercise Price (an "Underwater Cash Transaction"). To exercise the option set forth in this Section 2.1, the Company shall provide written notice to the Holder prior to the consummation of such Change of Control. If no such notice is provided, Company's right to exercise the option provided pursuant to this Section 2.1 shall terminate and be of no further force or effect upon the consummation of such Change of Control.

2.2 Termination of Master Services Agreement. Notwithstanding anything to the contrary set forth herein, in the event the Master Services Agreement is terminated (other than pursuant to a Standard Termination) and the Tranche A Shares have not become fully vested, the Holder shall be entitled to a Cash Value Payout equal to the Cash Value of this Warrant, if any, as of the date of such termination which shall be paid in cash or wire of immediately available funds to Holder within five (5) days following the determination of the Cash Value in accordance with

Section 2.3; *provided; however*, that if the payment of the Cash Value Payout (after a determination of the Cash Value has been made in accordance with Section 2.3 below) would result in a violation of law or cause the Company to materially violate any covenant in any agreement with a financial institution pursuant to which the Company (A) has incurred indebtedness in the original principal amount in excess of \$2,000,000 and (B) with respect to which either (1) there is a contractual prohibition on prepayment of outstanding principal, (2) the amount of principal outstanding for which there is no contractual prohibition on prepayment is in excess of \$500,000 or (3) the Company would be required to pay, in addition to the outstanding principal amount plus accrued interest, a payment in excess of \$500,000 to prepay any outstanding principal or accrued interest ("Loan Covenant"), such payment shall be delayed until the earlier of (i) the date upon which payment of the Cash Value Payout no longer results in a violation of law or causes the Company to materially violate any Loan Covenant, as applicable; (ii) a Change of Control Transaction; (iii) an IPO; or (iv) the date four (4) years following the date of determination of the Cash Value in connection with such termination (a "Payment Delay"); *provided, further*, that if such Payment Delay occurs, during such time period between the determination of the Cash Value and the actual payment of the Cash Value Payout, interest shall accrue on the principal amount of Cash Value at an annual rate of LIBOR (as defined below) plus three percent (3%) compounding and accruing daily. As used herein, "LIBOR" shall mean the offered rate per annum which appears on the page of the Telerate Screen which displays an average British Bankers Association Interest Settlement Rate with maturities as closely equivalent to four years as possible in U.S. Dollars, determined as of approximately 11:00 a.m. (London, England time) on the date of termination or, if such rate is not available the rate per annum equal to the offered quotation rate to first class banks in the London interbank market for deposits (for delivery on the date of termination) in U.S. Dollars of amounts in same day funds comparable to the Cash Value Payout with maturities as closely equivalent to four years as possible as of approximately 11:00 a.m. (London, England time) on the date of termination. Notwithstanding anything to the contrary set forth herein, if such Cash Value Payout is subject to a Payment Delay, the Holder shall be entitled to assign or otherwise transfer the right to receive the Cash Value Payout at its sole discretion. Holder shall provide prior written notice to the Company of any such assignment or transfer, including evidence of such assignment or transfer promptly thereafter.

2.3 Determination of Cash Value. The Cash Value shall equal the fair market value of this Warrant on the date a Change of Control Transaction is consummated or the Master Services Agreement is terminated, as applicable pursuant to Section 2.1 or 2.2 (the "Cash Value"). In order to determine the Cash Value, the Company and Holder shall, within ten (10) days of either the Company's notice to the Holder of its election to exercise the option set forth in Section 2.1 or the termination date of the Master Services Agreement as contemplated in Section 2.2, as applicable, reasonably agree upon an independent appraiser (an "Agreed Appraiser") to conduct an appraisal of the Cash Value, who shall use best efforts to complete such appraisal within 45 days following its selection. Such appraiser's determination of the Cash Value shall be binding upon the Company and the Holder. If the Company and the Holder are unable to agree on the selection of an independent appraiser within such ten (10) day period, the Company and the Holder shall each select an independent appraiser. The two selected independent appraisers shall then choose a third independent appraiser. All three independent appraisers shall then conduct appraisals to determine the Cash Value, and shall use best efforts to complete such appraisals within 45 days following the selection of the third independent appraiser. The Cash Value shall be the average of the two such

appraisal values that are closest to one another and such determination of Cash Value shall be binding upon the Company and the Holder. Each of Holder and the Company shall pay 50% of all fees and expenses associated with any such appraisals; *provided, however*, that if the Master Services Agreement is terminated pursuant to Section 2.2, the parties concur on an Agreed Appraiser, and the Cash Value is determined to be equal to or less than two million dollars (\$2,000,000), Holder shall pay 100% of all fees and expenses of the appraisal conducted by the Agreed Appraiser. The appraisal of the Cash Value shall take into consideration the per share consideration in the proposed Change of Control Transaction to be received by the Company relative to the Exercise Price, Holder's proximity to achieving the vesting thresholds set forth in Section 1.3 hereof and the likelihood of Holder achieving such vesting thresholds in the future. The appraisal of the Cash Value shall not take into account the termination of Holder's right to exercise this Warrant pursuant to Section 2.4.

2.4 Termination of Exercise Rights. Upon the determination of Cash Value pursuant to and in accordance with this Section 2.3 the Holder's right to exercise this Warrant and purchase the Shares shall immediately terminate (provided, however, for avoidance of doubt, that nothing in this Section 2.4 shall be deemed to terminate Holder's rights to receive the Cash Value Payout pursuant to this Warrant).

3. Adjustments to Exercise Price. The number of and kind of securities purchasable upon exercise of this Warrant and the Exercise Price shall be subject to adjustment from time to time as follows:

3.1 Subdivisions, Combinations and Other Issuances. If the Company shall at any time prior to the expiration of this Warrant subdivide its outstanding shares of Common Stock, by split-up or otherwise, or combine its outstanding shares of Common Stock, or issue additional shares of its Common Stock as a dividend, the number of Shares issuable on the exercise of this Warrant shall forthwith be proportionately increased in the case of a subdivision or stock dividend, or proportionately decreased in the case of a combination. Appropriate adjustments shall also be made to the Exercise Price payable per Share, but the aggregate Exercise Price payable for the total number of Shares purchasable under this Warrant (as adjusted) shall remain the same. Any adjustment under this Section 3.1 shall become effective at the close of business on the date the subdivision or combination becomes effective, or as of the record date of such dividend, or in the event that no record date is fixed, upon the making of such dividend.

3.2 Reclassification, Reorganization and Consolidation. Subject to Section 1.1(a) and Section 2 hereof, in case of any Change of Control Transaction, reclassification, capital reorganization, or change in the capital stock of the Company (other than as a result of a subdivision, combination, or stock dividend provided for in Section 3.1 above), then the Company shall make appropriate provision so that the holder of this Warrant shall have the right at any time prior to the expiration of this Warrant to purchase, at a total price equal to that payable upon the exercise of this Warrant, the kind and amount of shares of stock and other securities and property receivable in connection with such Change of Control Transaction, reclassification, reorganization, or change by a holder of the same number of Shares as were issuable pursuant to this Warrant (without regard to the vesting of such Shares but without limiting any requirement otherwise hereunder to vest in such shares thereafter prior to exercise) immediately prior to such Change of Control Transaction,

reclassification, reorganization, or change. In any such case appropriate provisions shall be made with respect to the rights and interest of the holder of this Warrant so that the provisions hereof shall thereafter be applicable with respect to any shares of stock or other securities and property deliverable upon exercise hereof, and appropriate adjustments shall be made to the purchase price per share payable hereunder, provided the aggregate purchase price shall remain the same.

3.3 Notice of Adjustments and Record Dates. The Company shall promptly notify the Holder in writing of each adjustment or readjustment of the Exercise Price hereunder and the number or kind of securities purchasable upon exercise of the Warrant. Such notice shall state the adjustment or readjustment and show in reasonable detail the facts on which that adjustment or readjustment is based.

3.4 No Impairment. The Company shall not avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Company, but shall at all times in good faith assist in the carrying out of all the provisions of this Warrant. Without limiting the generality of the foregoing, the Company (a) shall at all times reserve and keep available, free from preemptive rights, a number of its authorized shares of Common Stock, which shall be sufficient to permit the exercise of this Warrant and (b) shall take all such action as may be necessary or appropriate in order that all shares of Common Stock as may be issued pursuant to the exercise of this Warrant shall, upon issuance, be duly and validly issued, fully paid and nonassessable and free from all taxes, liens and charges with respect to the issue thereof. If at any time during the term of this Warrant, the number of authorized but unissued shares of the Company's Common Stock shall not be sufficient to permit exercise of this Warrant, the Company will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purposes.

4. Representations and Warranties of the Company. The Company hereby represents and warrants to the Holder as follows:

4.1 Organization, Good Standing and Qualification. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. The Company has the requisite corporate power to own and operate its properties and assets and to carry on its business as now conducted. The Company is duly qualified and is authorized to do business and is in good standing as a foreign corporation in all jurisdictions in which the nature of its activities and of its properties (both owned and leased) makes such qualification necessary, except for those jurisdictions in which failure to do so would not have a material adverse effect on the Company or its business. The Company has all requisite corporate power to issue this Warrant and to carry out and perform its obligations under this Warrant.

4.2 Authorization. All corporate action on the part of the Company, its directors and its stockholders necessary for the authorization, execution, issuance and delivery of this Warrants and the reservation of the Shares issuable upon exercise of the Warrants has been taken. This Warrant, when executed, issued and delivered by the Company, shall constitute a valid and binding obligation of the Company enforceable in accordance with its terms, subject to laws of

general application relating to bankruptcy, insolvency, and the relief of debtors. The Shares, when issued in compliance with the provisions of this Warrant will be validly issued, fully paid and nonassessable, and will be free of any liens or encumbrances; *provided, however*, that the Shares may be subject to restrictions on transfer under state and/or federal securities laws as set forth herein or as otherwise required by such laws at the time a transfer is proposed.

4.3 **Compliance.** Except for any Permits or any approvals that may be required under the HSR Act, no governmental orders, permissions, consents, approvals or authorizations are required to be obtained and no registrations or declarations are required to be filed in connection with the execution, issuance and delivery of this Warrant or the issuance of the Shares, except such as have been duly and validly obtained or filed, or with respect to any filings that may be made after the issuance of this Warrant, as will be filed in a timely manner. The execution, issuance, delivery, and performance of and compliance with this Warrant, and the consummation of the transactions contemplated hereby, will not, with or without the passage of time or giving of notice, result in any violation or default of any term of the Company's charter documents, or of any provision of any mortgage, indenture, contract, agreement, instrument or contract to which it is party or by which it is bound or of any judgment, decree, order or writ, or result in the creation of any mortgage, pledge, lien, encumbrance or charge upon any of the properties or assets of the Company or the suspension, revocation, impairment, forfeiture or nonrenewal of any permit, license, authorization or approval applicable to the Company, its business or operations or any of its assets or properties.

4.4 **Capitalization.** The authorized capital stock of the Company consists of 50,000,000 shares of Common Stock, par value \$0.001, 11,765,139 shares of which are issued and outstanding, and 25,553,267 shares of Preferred Stock, par value \$0.001, 6,519,575 shares of which are designated Series A Preferred Stock, 6,481,272 of which are issued and outstanding, 3,197,667 shares of which are designated Series B Preferred Stock, 3,176,719 of which are issued and outstanding, 10,113,638 shares of which are designated Series C Preferred Stock, 9,938,812 of which are issued and outstanding, 4,540,569 shares of which are designated Series C-1 Preferred Stock, 4,239,718 of which are issued and outstanding, and 1,181,818 shares of which are designated Series C-2 Preferred Stock, all of which are issued and outstanding. Each share of the Company's Preferred Stock is convertible into one share of the Company's Common Stock. The Company also has reserved an aggregate of 9,943,134 shares of the Company's Common Stock for issuance to employees and consultants pursuant to the Company's existing stock option and equity incentive plans, under which (i) 4,132,568 shares have been issued and are reflected in the currently outstanding Common Stock (as a result of exercises), (ii) options to purchase 5,500,278 shares are presently outstanding and (iii) 267,023 shares remain available for future grant. All issued and outstanding shares of the Company's capital stock have been duly authorized and validly issued, are fully paid and nonassessable and have been issued in compliance with all applicable federal and state securities laws. Other than a warrant held by Gold Hill Venture Lending 03, LP for 283,786 shares of Series C-1 Preferred Stock and a warrant held by GE Capital Equity Investments, Inc. for 500,000 shares of common stock (the "GE Warrant") and other than as set forth above or in the Investors' Rights Agreement between the Company and the holders of Preferred Stock, there are no other outstanding rights, options, warrants, preemptive rights, rights of first refusal, or similar rights for the purchase or acquisition from the Company of any securities of the Company nor are there any commitments to issue or execute any such rights, options, warrants, preemptive rights or rights of

first refusal. Other than the repurchase right with respect to the GE Warrant (which the Company intends to exercise prior to September 1, 2009), there are no outstanding rights or obligations of the Company to repurchase or redeem any of its securities. The respective rights, preferences, privileges, and restrictions of the Company's Preferred Stock and the Company's Common Stock are as stated in the Company's Certificate of Incorporation.

4.5 Offering. Assuming the accuracy of the representations and warranties of the Holder contained in Section 10.1 hereof, the offer, issue, and sale of this Warrant and the Shares issuable upon exercise of this Warrant are and will be exempt from the registration and prospectus delivery requirements of the Securities Act of 1933, as amended (the "Securities Act"), and have been registered or qualified (or are exempt from registration and qualification) under the registration, permit, or qualification requirements of all applicable state securities laws.

5. Replacement of the Warrant. On receipt by the Company of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Warrant and, in the case of any such loss, theft or destruction of this Warrant, on delivery of an indemnity agreement reasonably satisfactory in form to the Company or, in the case of any such mutilation, on surrender and cancellation of the Warrant, the Company shall execute and deliver to the Holder, in lieu thereof, a new Warrant of like tenor and denomination.

6. No Rights or Liability as a Stockholder. This Warrant does not entitle the Holder hereof to any voting rights or other rights as a stockholder of the Company. No provisions hereof, in the absence of affirmative action by the Holder to purchase or acquire the Shares pursuant to the terms of this Warrant, and no enumeration herein of the rights or privileges of the Holder, shall give rise to any liability of the Holder as a stockholder of the Company.

7. Information Rights; Registration Rights.

7.1 Financial Statements. Upon vesting of the Warrant in accordance with Section 1.3 hereof, provided that the Holder agrees to maintain the confidentiality of the following information, the Company shall furnish to Holder (i) within forty-five (45) days after the end of the first, second and third fiscal quarters of the Company an unaudited consolidated statement of income of the Company for such fiscal quarter and an unaudited consolidated balance sheet of the Company as of the end of such fiscal quarter, all prepared in accordance with GAAP, consistently applied and (ii) within one hundred twenty (120) days after the end of each fiscal year of the Company, an audited consolidated statement of income of the Company for such fiscal year and an audited consolidated balance sheet of the Company as of the end of such fiscal year, all prepared in accordance with GAAP, consistently applied, and accompanied by a report and opinion thereon by the Company's independent public accountants.

7.2 Registration Rights. The Holder shall become a party to, and have registration rights as set forth in, the Sixth Amended and Restated Registration Rights Agreement dated as of December 19, 2008, as amended from time to time (the "Registration Rights Agreement") pursuant to an amendment to the amendment of such agreement entered into and effective as of the Effective Date.

7.3 Report on PayPal-Generated EBITDA.

(a) Upon written request by the Holder (not to exceed once per six month period), the Company shall provide to Holder, within thirty (30) days of such request, a detailed calculation (the "EBITDA Report") of PayPal-Generated EBITDA (including a determination of PayPal Revenues, PayPal Gross Margin, Revenue Pro Rata Percentage, PayPal Net Income and a breakdown of the adjustments from PayPal Net Income) specifying the amount of PayPal-Generated EBITDA (and related adjustments from net income) that the Company has generated in the 12-month period prior to the request of the Holder; *provided* that if any previously-provided EBITDA Report (as may be amended pursuant to any audit in accordance with the terms of Section 7.3(b) below) reflects PayPal-Generated EBITDA in excess of \$50.0 million, Holder may thereafter request an EBITDA Report once per fiscal quarter.

(b) Upon written request by the Holder (not to exceed once per 12-month period), Holder shall have the right to have an independent auditor of national standing chosen by Holder (the "EBITDA Auditor") audit and review the EBITDA Report (the "Audit") delivered by the Company and the underlying data and adjustments provided that such EBITDA Auditor enters into a non-disclosure agreement as reasonably requested by the Company prior to commencing the Audit which non-disclosure agreement shall not prevent the EBITDA Auditor from disclosing the results of such Audit or the EBITDA Auditor's work papers related to such Audit to Holder. During the conduct of the Audit, the EBITDA Auditor shall have reasonable access to the Company's financial records, personnel, working papers, schedules and calculations used in the preparation of the EBITDA Report, as reasonably necessary to assess the accuracy of the EBITDA Report. The EBITDA Auditor shall provide the Company and the Holder its written determination (the "Auditor Determination") as to whether any adjustment should be made to the EBITDA Report promptly following completion of the Audit. If the Company does not dispute any portion of such Auditor Determination or does not engage a Dispute Auditor (as defined below) prior to the Dispute Termination Date, the Auditor Determination shall be final, conclusive and binding on the Company and the Holder and the EBITDA Report shall be amended to reflect such Auditor Determination, provided, however, that in no event shall the EBITDA Report be amended to decrease the amount of PayPal-Generated EBITDA reflected on the EBITDA Report originally delivered by the Company. The Holder and the Company agree to use their best efforts to resolve any disputes arising from the Auditor Determination. In the event that the Holder and the Company can not resolve any such dispute within 30 days following the delivery of the Auditor Determination (the "Negotiation Period"), the Company shall have the right, within 10 days following the completion of such Negotiation Period to engage an independent auditor of national standing (other than the EBITDA Auditor) (the "Dispute Auditor") to audit and review the EBITDA Report (the "Dispute Audit") delivered by the Company and the underlying data and adjustments. The Dispute Auditor shall provide the Company and the Holder its written determination (the "Dispute Determination") as to whether any adjustment should be made to the EBITDA Report promptly following completion of the Dispute Audit. The average of the amount of PayPal-Generated EBITDA as determined by the EBITDA Auditor and the Dispute Auditor in the Auditor Determination and Dispute Determination, as applicable, shall be final, conclusive and binding on the Company and the Holder and the EBITDA Report shall be amended to reflect such amount; *provided, however*, that if the EBITDA Auditor agrees with the Dispute Determination, the amount of PayPal-Generated EBITDA as

determined by the Dispute Auditor in the Dispute Determination shall be final, conclusive and binding on the Company and the Holder and the EBITDA Report shall be amended to reflect such amount; *provided further*, that in no event shall the EBITDA Report be amended to decrease the amount of PayPal-Generated EBITDA reflected on the EBITDA Report originally delivered by the Company. The fees and expenses of any Dispute Auditor with respect to any Dispute Audit shall be paid by the Company. The fees and expenses of the EBITDA Auditor with respect to the Audit shall be paid by the Holder; provided, however, that if as a result of the procedures set forth in this Section 7.3(b), the EBITDA Report is amended to increase the amount of PayPal-Generated EBITDA from the amount reflected on the EBITDA Report originally delivered to the Holder by the Company such that a vesting of Tranche A Shares occurs (which Shares otherwise would not have vested pursuant to the EBITDA Report originally delivered by the Company), the fees and expenses of the EBITDA Auditor with respect to such Audit shall be borne by the Company.

8. **Notices.** The Company shall give notice to the Holder if at any time prior to the expiration or exercise in full of the Warrant, any of the following events shall occur: (i) the Company shall authorize the payment of any dividend upon shares of Common Stock or authorize the making of any distribution to all holders of Common Stock; (ii) the Company shall authorize the issuance to all holders of Common Stock of any additional shares of Common Stock or stock equivalents or of rights, options or warrants to subscribe for or purchase Common Stock or stock equivalents or of any other subscription rights, options or warrants; (iii) a dissolution, liquidation or winding up of the Company shall be proposed; (iv) a capital reorganization or reclassification of the Common Stock (other than a subdivision or combination of the outstanding Common Stock); or (v) a Change of Control Transaction. Such giving of notice shall be initiated at least 10 business days prior to the date fixed as a record date or effective date or the date of closing of the Company's stock transfer books for the determination of the stockholders entitled to such dividend, distribution or subscription rights, or for the determination of the stockholders entitled to vote on such proposed Change of Control Transaction, reorganization, reclassification, dissolution, or liquidation. Such notice shall specify such record date or the date of closing the stock transfer books, as the case may be.

9. **Repurchase Rights.** In the event the Holder's right to exercise this Warrant expires pursuant to Section 1.1(a) due to: (i) a Standard Termination (other than a Standard Termination by either party pursuant to Section 10.1 of the Master Services Agreement), or (ii) an Exclusivity Opt-Out (each a "**Repurchase Termination**"), the Company shall have the right (which right shall be assignable by the Company without the consent of Holder), but not the obligation, to repurchase, all or any portion of the Shares previously issued to Holder upon exercise of this Warrant by delivery to the Holder of: (i) written notice (the "Repurchase Notice") of its exercise of the repurchase rights set forth in this Section 9 within sixty (60) days following such Repurchase Termination accompanied by (ii) the aggregate Repurchase Price (as defined below) for the Shares being repurchased by the Company in cash or by wire in immediately available funds. The "**Repurchase Price**" per Share pursuant to such repurchase shall equal the Exercise Price plus twelve percent (12%) annual interest, compounding and accruing daily from the date such Share was acquired upon exercise of this Warrant. The Company's repurchase rights hereunder shall lapse and be of no further force or effect upon the earlier of: (i) two (2) years from the vesting of any Tranche A Shares; (ii) sixty (60) days following a Repurchase Termination; (iii) the effective date of a registration statement pursuant to the Securities Act relating to an IPO; (iv) the consummation of a Change of Control in which the

consideration paid to the stockholders of the Company consists of cash, securities of class that are publicly traded or a combination of the foregoing (each of the events described in clause (iii) above and this clause (iv) a "Liquidity Event," (v) the termination of the Master Services Agreement other than pursuant to a Standard Termination; (vi) the termination of the Master Services Agreement pursuant to Section 10.1 of the Master Services Agreement; or (vii) March 3, 2014. Upon receipt of the Repurchase Notice and aggregate Repurchase Price pursuant to and in compliance with this Section 9, the Holder shall assign the Shares being repurchased in a form and substance reasonably acceptable to the Company. The repurchase rights set forth herein shall in no way restrict or limit Holder's right to transfer, in compliance with Section 10.2, any Shares acquired upon exercise of this Warrant prior to its receipt of a valid Repurchase Notice pursuant to and in compliance with this Section 9; provided that any transfer of such Shares shall be subject to, and the transferee will agree to be bound by, the repurchase rights set forth herein. In the event of the declaration of a stock dividend, the declaration of an extraordinary dividend payable in a form other than stock, a spin-off, a stock split, a recapitalization or a similar transaction affecting the Company's outstanding securities without receipt of consideration, any new, substituted or additional securities or other property (including money paid other than as an ordinary cash dividend) which are by reason of such transaction distributed with respect to the Shares issued under this Warrant, shall immediately be subject to the right of repurchase set forth in this Section 9. Appropriate adjustments to reflect the distribution of such securities or property shall be made to the Repurchase Price per Share to be paid upon the exercise of the repurchase rights in order to reflect any such transaction.

10. Miscellaneous.

10.1 Compliance with Securities Laws. The Holder of this Warrant, by acceptance hereof, acknowledges that (i) it is an "accredited investor" as that term is defined in Rule 501(a) of Regulation D under the Securities Act; (ii) it has knowledge and experience in financial and business matters such that it is capable of evaluating the merits and risks of acquiring this Warrant and the Shares issuable hereunder; (iii) it is acquiring this Warrant and any Shares to be issued upon exercise hereof solely for its own account, not as a nominee or agent, and not with a view to, or for resale in connection with, any distribution thereof, and that it will not offer, sell or otherwise dispose of this Warrant or any Shares to be issued upon exercise hereof or conversion thereof except under circumstances that will not result in a violation of the Securities Act or any applicable state securities laws; (iv) it understands that no public market now exists for this Warrant, or for the Shares to be issued upon exercise thereof, and that the Company has made no assurances that a public market will ever exist for this Warrant or any Shares so issued; (v) it has had an opportunity to discuss the tax consequences of its acquisition of this Warrant with its own tax advisor, that it is relying solely on such advisors and not on any statements or representations of the Company or any of the Company's agents with respect to such tax consequences, and that it understands that it, and not the Company, shall be responsible for its own tax liability that may arise as a result of its acquisition or exercise of this Warrant; and (vi) the Holder either has a preexisting personal or business relationship with the Company, its officers or its directors or, by reason of its business or financial experience, or the business or financial experience of its professional advisors (being unaffiliated with and not compensated by the Company or any affiliate or selling agent of the Company) can reasonably be assumed to have the capacity to protect its interests in connection with its acquisition or exercise of the Warrant.

10.2 Transfer of Warrant. This Warrant may not be assigned, sold, pledged or otherwise transferred by Holder without the prior written consent of the Company, not to be unreasonably withheld, *provided, however*, that the Holder may, upon written notice to the Company and without the consent of the Company: (i) assign or otherwise transfer this Warrant to its successor (by merger, consolidation or otherwise) or to a purchaser of all or substantially all of its assets; (ii) assign or otherwise transfer this Warrant to any parent or Subsidiary of Holder, or prior to any Spin-Out Event (as defined below), eBay, PayPal or any parent or Subsidiary of eBay or PayPal (each, a "Related Entity"); provided that any such transferee pursuant to this clause (ii) shall agree to transfer or assign this Warrant to a Related Entity prior to any event occurring prior to a Spin-Out Event that would cause it to no longer be a Related Entity; or (iii) assign or otherwise transfer its right to acquire (A) the Tranche A Shares issuable pursuant to this Warrant to PayPal or any parent or Subsidiary of PayPal; and (B) the Tranche B shares issuable pursuant to this Warrant to eBay or any parent or Subsidiary of eBay, in each case upon a Spin-Out Event (as defined below) (each of (i), (ii) and (iii), an "Exempt Warrant Transfer"). Any transfers of this Warrant and the Shares issued upon exercise hereof shall be made in compliance with applicable securities laws and, if requested by the Company, the Holder shall provide, at the Holder's expense, either (i) a written opinion addressed to the Company of legal counsel who shall be, and whose legal opinion shall be, reasonably satisfactory to the Company, to the effect that the proposed transfer of the securities may be effected without registration under the Securities Act, or (ii) a "no action" letter from the Securities and Exchange Commission (the "Commission") to the effect that the transfer of such securities without registration will not result in a recommendation by the staff of the Commission that action be taken with respect thereto, whereupon the Holder shall be entitled to transfer such securities in accordance with the terms of the notice delivered by the holder to the Company. Notwithstanding anything to the contrary set forth herein, no opinion of counsel or no-action letter from the Commission shall be required with respect to any transfer of this Warrant or any Shares issued upon exercise of this Warrant by the Holder if (i) there is then in effect a registration statement under the Securities Act covering such proposed disposition and such disposition is made in accordance with such registration statement; (ii) such disposition is in compliance with Rule 144 promulgated under the Securities Act (so long as the Company is furnished with satisfactory evidence of compliance with such Rule); or (iii) if such transfer is to a party to whom this Warrant may be transferred pursuant to an Exempt Warrant Transfer. Any transferee will agree to be bound by the terms of this Warrant consistent with the rights and obligations of the Holder hereunder, including, without limitation, the repurchase rights set forth in Section 9 of this Warrant. Notwithstanding the above, Holder shall transfer and assign its rights to acquire the Tranche A Shares issuable pursuant to this Warrant to PayPal (or a Subsidiary or parent of PayPal) and transfer and assign its rights to acquire the Tranche B Shares issuable pursuant to this Warrant to eBay (or a Subsidiary or parent of eBay) in the event that (i) PayPal ceases to be a direct or indirect Subsidiary of eBay (a "Spin-Out Event") and (ii) the Master Services Agreement is effective at the time of such Spin-Out Event. In the event of the transfer of such rights in connection with a Spin-Out Event, the Company agrees to issue new Warrants to each of the Holder and the entity to whom such rights were assigned in such Spin-Out Event to appropriately reflect the rights, restrictions and obligations of the Holder and such entity following such transfer.

10.3 Lock Up. Holder, and any transferee of this Warrant and the Shares issued upon exercise hereof, shall be subject to the lock up provisions set forth in the Registration Rights Agreement.

10.4 Restrictive Legends. The certificates representing the Shares and any securities of the Company issued with respect thereto shall be imprinted with legends restricting transfer except in compliance with the terms hereof and with applicable Federal and state securities laws and reflecting all other restrictions on transfer as set forth herein.

10.5 Titles and Subtitles. The titles and subtitles used in this Warrant are for convenience only and are not to be considered in construing or interpreting this Warrant.

10.6 Notices. Except as otherwise provided herein, any notices and other communications required or permitted under this Warrant shall be effective if in writing and delivered personally or sent by fax, overnight by Federal Express or other generally recognized overnight carrier, or by First Class U.S. Mail, with postage prepaid, addressed to the Company or the Holder, as the case may be, at the address set forth below, or such other address as either the Company or the Holder, as the case may be, may notify the other in writing from time to time. Unless otherwise specified herein, such notices or other communications shall be deemed effective (and to have been received): (a) on the Banking Day delivered, or the date delivery is refused, if delivered personally; (b) on the Banking Day delivered, if delivered by fax (or the following Banking Day, if delivered by fax after the close of Normal Business Hours); (c) one (1) Banking Day after being sent overnight, if sent by Federal Express or other generally recognized overnight carrier; or (d) three (3) Banking Days after being deposited in the U.S. Mail, First Class, with postage prepaid. Notices shall be addressed as follows:

If to the Company:

Green Dot Corporation
605 E. Huntington Drive, Suite 205
Monrovia, California 91016
Attention: General Counsel
Facsimile: 626-739-2002

If to the Holder:

PayPal, Inc.
2211 North First Street
San Jose, California 95131
Attention: Vice President Business Development
Facsimile: 408-967-9911

with a copy to:

eBay Inc.
2145 Hamilton Ave.
San Jose, California 95125
Attention: General Counsel
Facsimile: 408-376-7514

and with respect to any other Holder, such address as is provided by such Holder to the Company. Any party may change its address for the purpose of this Section 10.6 by giving the other party written notice of its new address in the manner set forth above.

10.7 Attorneys' Fees. Each party shall bear its own expenses in connection with the transactions contemplated hereby; provided, however that if any action at law or in equity is necessary to enforce or interpret the terms of this Warrant, the prevailing party shall be entitled to reasonable attorneys' fees, costs and disbursements in addition to any other relief to which such party may be entitled.

10.8 Amendments and Waivers. Any term of this Warrant may be amended and the observance of any term of this Warrant may be waived (either generally or in a particular instance and either retroactively or prospectively), with the written consent of the Company and the Holder. Any amendment or waiver effected in accordance with this Section 10.8 shall be binding upon the Holder of this Warrant, each future Holder of this Warrant, and the Company.

10.9 Binding Effect on Successors. This Warrant shall be binding upon any corporation or other entity succeeding the Company by merger or consolidation. The Company shall use its commercially reasonable efforts to take such steps as may be necessary or appropriate to insure that any business entity which acquires all or substantially all of the Company's assets will assume the Company's obligations hereunder. All of the obligations of the Company relating to the Shares shall survive the exercise, conversion and termination of this Warrant and all of the covenants and agreements of the Company shall inure to the benefit of the permitted successors and assigns of the Holder.

10.10 Severability. If one or more provisions of this Warrant are held to be unenforceable under applicable law, such provision shall be excluded from this Warrant and the balance of the Warrant shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

10.11 Governing Law. This Warrant shall be governed by and construed and enforced in accordance with the laws of the State of California, without giving effect to its conflicts of laws principles.

[Signature Pages Follow]

GREEN DOT CORPORATION,

A Delaware corporation

/s/ Steve Streit

By: Steve Streit

Its: Chief Executive Officer

PayPal, Inc.

A Delaware corporation

By: /s/ Mary Hentges

Its: VP, CFO

SCHEDULE A
FORM OF SUBSCRIPTION
(To be signed only on exercise of Warrant)

To: Green Dot Corporation

(1) o The undersigned hereby elects to purchase _____ shares of the Common Stock of Green Dot Corporation (the "Company") pursuant to the terms of the attached Warrant, and tenders herewith payment of the exercise price in full, together with all applicable transfer taxes, if any.

o The undersigned hereby elects to purchase _____ shares of the Common Stock of Green Dot Corporation (the "Company") pursuant to the terms of the net exercise provisions set forth in Section 1.4(b) of the attached Warrant, and shall tender payment of all applicable transfer taxes, if any.

(2) Please issue a certificate or certificates representing said shares of Common Stock in the name of the undersigned or in such other name as is specified below:

(Name)

(Address)

(Social Security Number/Taxpayer ID)

(Signature must conform in all respects to name of the Holder as specified on the face of the Warrant)

Dated: _____

(Print Name)

Address: _____

CLASS A COMMON STOCK ISSUANCE AGREEMENT

This Class A Common Stock Issuance Agreement (the "Agreement") is entered into as of May 27, 2010 (the "Effective Date") by and between WAL-MART STORES, INC., a Delaware corporation ("Recipient"), and GREEN DOT CORPORATION, a Delaware corporation (the "Company").

WHEREAS, the Recipient and the Company are parties to that certain Prepaid Card Program Agreement dated as of October 20, 2006 by and among the Company, the Recipient, Wal-Mart Stores Texas, L.P., Wal-Mart Louisiana, LLC, Wal-Mart Stores East, Inc., and Wal-Mart Stores East, L.P. and GE Money Bank, as amended (the "Card Agreement").

WHEREAS, concurrently with the execution and delivery of this Agreement, the Company, the Recipient, certain affiliates of the Recipient and GE Money Bank are entering into a further amendment to the Card Agreement (the "Card Agreement Amendment"), pursuant to which, among other things, the Recipient agrees to waive certain early termination provisions contained therein and extend the term of the Card Agreement for a period of five years from the date hereof, all as further set forth in the Card Agreement Amendment.

WHEREAS, in connection with entering into the Card Agreement Amendment, the Company desires to issue to the Recipient, and the Recipient desires to acquire from the Company, an aggregate of two million two hundred eight thousand five hundred fifty-two (2,208,552) shares of Class A Common Stock, par value \$0.001 per share (the "Class A Common Stock"), upon the terms and conditions set forth in this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

1. **ISSUANCE OF STOCK.** Subject to the terms and conditions hereof, on the Effective Date, the Company hereby issues to the Recipient, and the Recipient hereby acquires from the Company, an aggregate of two million two hundred eight thousand five hundred fifty-two (2,208,552) shares of Class A Common Stock in partial consideration of the Recipient's entry into the Card Agreement Amendment on the date hereof. As used in this Agreement, the term "Shares" refers to the Shares issued under this Agreement and includes all securities received (x) in replacement of the Shares, (y) as a result of stock combinations, stock splits, stock dividends, recapitalizations or other similar transactions (each, a "Recapitalization Event"), and (z) in replacement of the Shares in a merger, recapitalization, reorganization or similar corporate transaction.

2. **DELIVERY.**

2.1. Recipient hereby delivers to the Company: (a) a duly executed copy of the Card Agreement Amendment; (b) a duly executed copy of this Agreement; (c) a lock-up agreement in the form of Exhibit 1 attached hereto (the "Lock-up Agreement"); (d) a duly executed copy of the signature page to that certain Ninth Amended and Restated Registration Rights Agreement, dated as of the Effective Date, among the Company and the "Holders" (as defined in Schedule 1 thereto); (e) a duly executed Irrevocable Limited Power of Attorney in the

form of Exhibit 2 attached hereto; and (f) a duly executed copy of the signature page to that certain Voting Agreement, dated as of the Effective Date, between the Company and Recipient. After its receipt of the documents to be executed and delivered by Recipient to the Company under this Section 2.1, entries for the Recipient representing uncertificated Shares in the name of the Recipient, registered in Recipient's name, shall be made by the Company's stock transfer agent, if any, in the Company's direct registration system for stock issuance and transfer, with appropriate notation made in such system of the restrictions on transfer and accompanying legends set forth in Sections 4.7 and 5.1(d), as applicable (collectively, the "Restrictions"), or if the Company transfers its own securities, by the Company in its own records, with appropriate notations to the same effect in its own records. As soon as practicable following the lapse or removal of any Restriction(s) with respect to any Shares, the Company's stock transfer agent, if any, shall be instructed by the Company to indicate in the Company's direct registration system that the applicable Restriction(s) on such Shares has lapsed or has been removed or if the Company transfers its own securities, it shall make appropriate notations to the same effect in its own records. Following the earlier of (i) the IPO Date (as defined below) and (ii) the date that the Company no longer serves as its own transfer agent, the Company shall take all actions reasonably requested by the Recipient to facilitate the transfer of Vested Shares (as defined below) into an account or accounts designated by the Recipient, it being acknowledged and agreed that, in connection with any such transfer, the Company may require an opinion of counsel of the Recipient pursuant to Section 4.8 and the Recipient will only transfer Vested Shares into "street name" if it arranges for the Company to receive from the broker or transfer agent, as the case may be, a copy of all account statements on the account in which such shares are held, provided that such account statements are provided at least on a quarterly basis, or such more frequent basis as is the ordinary course for the broker or transfer agent. Following the date of any such transfer into "street name," the Recipient shall ensure that the Company promptly receives copies of all account statements at least on a quarterly basis (or such more frequent basis as is the ordinary course for the broker or transfer agent) for any and all accounts in which such shares are held, including any account or accounts into which such shares are subsequently transferred.

2.2. Within a reasonable time after the issuance of the Shares, the Company shall send to the Recipient a written notice (the "Ownership Statement") containing the information required by Section 151(f) of the Delaware General Corporation Law in respect of uncertificated shares of capital stock, setting forth, among other things, the number of Shares issued pursuant to the Agreement and the legends set forth in Sections 4.7 and 5.1(d), as applicable.

3. REPRESENTATIONS AND WARRANTIES REGARDING THE COMPANY. The Company hereby represents and warrants to the Purchaser, as of the Effective Date, as follows:

3.1. Organization, Corporate Power. The Company is duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority to enter into this Agreement and to perform its obligations hereunder.

3.2. Authorization. All corporate action on the part of the Company necessary for the authorization, execution and delivery of, and the performance of all obligations of the

Company under this Agreement, and necessary for the consummation of the transactions contemplated hereby has been taken. The execution, delivery and performance by the Company of this Agreement and the consummation of the transactions contemplated hereby will not conflict with or constitute or result in, with or without the passage of time or the giving of notice or both, a violation, breach or default by the Company of (i) any statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency or court to which the Company is subject or (ii) the Ninth Amended and Restated Certificate of Incorporation of the Company, as amended (the "Certificate"), as in effect on the date of this Agreement or bylaws of the Company. This Agreement, when executed, shall constitute the valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, subject to applicable bankruptcy, insolvency, moratorium, reorganization and similar laws affecting creditors' rights generally and to general equitable principles.

3.3. Valid Issuance of Stock. The Shares are duly and validly issued, fully paid and non assessable and free of all liens, claims and encumbrances (other than any such matters created or imposed by or through the Recipient). No further approval or authority of the stockholders or the directors of the Company or of any governmental authority or agency or any other person is or will be required for the issuance and sale of the Shares as contemplated by this Agreement.

3.4. Capital Structure.

(a) The authorized capital stock of the Company, after giving effect to the issuance of the Shares pursuant this Agreement, consists of:

(i) 25,553,267 shares of Preferred Stock, par value \$0.001 per share (the "Preferred Stock"), (i) 6,519,575 shares of which have been designated Series A Preferred Stock, 6,404,454 of which are issued and outstanding, (ii) 3,197,667 shares of which have been designated Series B Preferred Stock, 3,176,719 of which are issued and outstanding; (iii) 10,113,638 shares of which have been designated Series C Preferred Stock, 9,938,812 of which are issued and outstanding; (iv) 4,540,569 shares of which have been designated Series C-1 Preferred Stock, 4,239,718 of which are issued and outstanding and 283,786 of which are reserved for issuance under currently outstanding warrants; and (v) 1,181,818 shares of which have been designated Series C-2 Preferred Stock, all of which are issued and outstanding.

(ii) 75,000,000 shares of Class B Common Stock, par value \$0.001 per share (the "Class B Common Stock"), 13,010,609 shares of which are issued and outstanding, 24,941,521 shares of which are reserved for issuance upon conversion of shares of Preferred Stock, 6,032,535 of which are reserved for issuance (but not yet issued and outstanding) under the 2001 Stock Plan and 4,567,242 of which are reserved for issuance under currently outstanding warrants to purchase Common Stock or convertible Preferred Stock.

(iii) 75,000,000 shares of Class A Common Stock, 2,208,552 shares of which are issued and outstanding and 48,551,907 shares of which are reserved for issuance upon the conversion of shares of Class B Common Stock issued or reserved for issuance as described in Section 3.4(a)(ii).

(b) Except for (i) options to purchase 5,704,345 shares of Class B Common Stock which have been granted under the Company's 2001 Stock Option Plan, (ii) warrants to purchase 283,786 shares of Series C-1 Preferred Stock, (iii) warrants to purchase 4,283,456 shares of Class B Common Stock and (iv) the conversion rights of the holders of Preferred Stock and Class B Common Stock, there are no outstanding warrants, options, pre-emptive rights or other rights to purchase or acquire, or any agreements providing for the issuance or sale of (contingent or otherwise), or any commitments or claims of any character relating to any of the Company's capital stock or any shares of stock or securities convertible into or exchangeable for any such capital stock. Each share of Preferred Stock is convertible into one share of Class B Common Stock. Each share of Class B Common Stock is convertible into Class A Common Stock. The rights of the Class A Common Stock are identical to the rights of the Class B Common Stock in all material respects, except with respect to voting and conversion.

3.5. Approvals; Compliance With Certificate of Incorporation and Bylaws. The Company is not in violation of the Certificate or its bylaws. The execution, delivery and performance of this Agreement and the transactions contemplated hereby will not conflict with or constitute a breach or violation of the Certificate or the Company's bylaws or of any agreement or other instrument to which the Company is a party.

3.6. Registration Statement; Financial Statements. The Company has filed with the Securities and Exchange Commission a registration statement on Form S-1 dated February 26, 2010, an Amendment No. 1 to such registration statement dated March 11, 2010 and an Amendment No. 2 to such registration statement dated April 26, 2010 (such registration statement, as so amended, the "Registration Statement"). The Registration Statement, including any financial statements or schedules included therein, did not when filed and does not at the Effective Date contain any untrue statement of a material fact or omit to state a material fact required to be stated or incorporated by reference therein or necessary in order to make the statements therein not misleading in light of the circumstances under which they were made. The audited consolidated financial statements of the Company included in the Registration Statement (the "Financial Statements") fairly present in all material respects, in conformity with United States generally accepted accounting principles applied on a consistent basis (except as may be indicated in the notes thereto), the consolidated financial position of the Company and its consolidated subsidiary as of the dates thereof and their consolidated results of operations and changes in financial position for the periods then ended.

3.7. Brokers or Finders. The Company has not incurred, and will not incur, directly or indirectly, as a result of any action taken by the Company, any liability for brokerage or finders' fees or agents' commissions or any similar charges in connection with this Agreement.

4. REPRESENTATIONS AND WARRANTIES OF RECIPIENT. The Recipient represents and warrants to the Company, as of the Effective Date, as follows:

4.1. Organization, Corporate Power. The Recipient is duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority to enter into this Agreement and to perform its obligations hereunder.

4.2. Authorization. All corporate action on the part of the Recipient necessary for the authorization, execution and delivery of, and the performance of all obligations of the Recipient under, this Agreement, and necessary for the consummation of the transactions contemplated hereby has been taken. The execution, delivery and performance by the Recipient of this Agreement and the consummation of the transactions contemplated hereby will not conflict with or constitute or result in, with or without the passage of time or the giving of notice or both, either a violation, breach or default by the Recipient of (i) any statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency or court to which the Recipient is subject or (ii) the certificate of incorporation or bylaws of the Recipient. This Agreement constitutes (assuming due authorization, execution and delivery by the Company) a valid and binding obligation of the Recipient enforceable against the Recipient in accordance with its terms, subject to applicable bankruptcy, insolvency, moratorium, reorganization and similar laws affecting creditors' rights generally and to general equitable principles.

4.3. Investigation; Economic Risk. The Recipient acknowledges that it has had ample opportunity to discuss the business and affairs of the Company and its subsidiary with its officers. The Recipient further acknowledges having had access to information about the Company that it has requested. The Recipient acknowledges that it has knowledge and experience in financial and business matters such that it is capable of evaluating the risks of the transactions contemplated by this Agreement, including the tax consequences of investment in the Shares, and has the ability to bear the economic risks of holding the Shares for an indefinite period.

4.4. Purchase for Own Account. The Shares will be acquired by the Recipient for its own account, not as a nominee or agent, for investment purposes only and not with a view to or for sale in connection with a distribution of any part thereof within the meaning of the Securities Act of 1933, as amended (the "Act").

4.5. Exempt from Registration; Restricted Securities. The Recipient understands that the Shares will not be registered under the Act by reason of a specific exemption from the registration provisions of the Act which depends upon, among other things, the accuracy of the Recipient's representations set forth in this Agreement. The Recipient understands that the Shares being purchased hereunder are restricted securities within the meaning of Rule 144 under the Act; and that the Shares are not registered and must be held indefinitely unless they are subsequently registered or an exemption from such registration is available.

4.6. Accredited Investor. The Recipient is a "qualified institutional buyer" as defined in Rule 144A under the Act.

4.7. Restrictive Legends. The Recipient understands that the book entries evidencing the Shares and any other securities issued in respect of the any of the foregoing upon any Recapitalization Event and the Ownership Statement shall be noted by the stock transfer agent with a legend substantially in the following form:

THE SECURITIES EVIDENCED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR

UNDER THE SECURITIES LAWS OF ANY STATES. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND NEITHER THE SECURITIES NOR ANY INTEREST THEREIN MAY BE OFFERED, SOLD, TRANSFERRED, PLEDGED OR OTHERWISE DISPOSED OF EXCEPT AS PERMITTED UNDER THE ACT AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO AN EFFECTIVE REGISTRATION OR AN EXEMPTION FROM REGISTRATION WHICH, IN THE OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE COMPANY, IS AVAILABLE. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

4.8. Removal of Restrictive Legend. The legend set forth above shall be removed by the Company upon delivery to the Company of an opinion by counsel, reasonably satisfactory to the Company, that a registration statement under the Act is at that time in effect with respect to the legended security or that such security can be freely transferred in a public sale without such a registration statement being in effect.

5. VESTING AND RESALE CONDITIONS.

5.1. Company's Repurchase Option for Unvested Shares. The Company, or its assignee, shall have the option to repurchase all or a portion of the Recipient's Unvested Shares (as defined in Section 5.1(a) below) on the terms and conditions set forth in this Section (the "Repurchase Option") if the Company and the Recipient are no longer Engaged (as defined below).

(a) Shares that are vested pursuant to the schedule set forth in this Section 5.1(a) are "Vested Shares." Shares that are not vested pursuant to the schedule set forth in this Section 5.1(a) are "Unvested Shares." Unvested Shares may not be sold or otherwise transferred by Recipient without the Company's prior written consent. On the Effective Date, all of the Shares will be Unvested Shares. If the Company and the Recipient are continuously Engaged at all times from the Effective Date through June 1, 2010 (the "First Vesting Date"), then on the First Vesting Date thirty-six thousand eight hundred ten (36,810) of the Shares (as adjusted for any Recapitalization Event) will become Vested Shares; and thereafter, for so long (and only for so long) as the Company and the Recipient are continuously Engaged at all times after the First Vesting Date, an additional thirty-six thousand eight hundred ten (36,810) of the Shares (as adjusted for any Recapitalization Event) will become Vested Shares on each monthly anniversary of the Effective Date, except for the last month in such vesting period, at the end of which last month the balance of Unvested Shares shall become fully Vested Shares. No Shares will become Vested Shares after the Termination Date. For purposes of this Agreement, (i) the term "Engaged" means the Card Agreement, as amended by the Card Agreement Amendment, as the same may be further amended from time to time (as so amended, the "Amended Card Agreement") has not been terminated other than as a result of the exercise of a termination right thereunder arising from the Company's knowing, intentional and material breach of the Amended Card Agreement and (ii) the term "Termination Date" means the "Agreement Termination Date" as defined under the Amended Card Agreement. For the avoidance of doubt, in the event that the Amended Card Agreement is terminated other than as a result of the exercise of a termination right thereunder arising from the Company's knowing, intentional and material breach of the Amended Card Agreement, the Company and the Recipient shall be deemed to be

“Engaged” through and including the Termination Date. With respect to any decision (a “Decision”) by the Company to take or (fail to take) any action in the Amended Card Agreement that would give rise to the right of any other party thereto to terminate the Amended Card Agreement (a “Termination”), the Company agrees (i) not to consider in any respect in connection with any such Decision the impact of a potential Termination on this Section 5.1(a) and (ii) any such Decision will only be made in good faith and based exclusively on facts, circumstances and information other than the impact of a potential Termination on this Section 5.1(a). In the event that the Company breaches the immediately preceding sentence and the Amended Card Agreement is terminated, the Company and the Recipient will be deemed to be continuously Engaged for purposes of this Section 5.1(a) notwithstanding such termination. Notwithstanding anything else in this Section, if the Amended Card Agreement is terminated by Bank (as defined therein), or by Company or Recipient due to Bank breach, Company and Recipient shall use good faith efforts to designate a Replacement Bank (as defined under the Amended Card Agreement) and if Company and Recipient continue the Program with the Replacement Bank under the existing terms of the Amended Card Agreement, for purposes of this Agreement, the Company and Recipient shall continue to be deemed “Engaged” during the period the parties are seeking to designate a Replacement Bank and while the Program (or replacement program) is continuing with such Replacement Bank.

(b) At any time within one hundred eighty (180) days after the Termination Date, the Company, or its assignee(s), may elect to repurchase any or all of the Recipient’s Unvested Shares at purchase price equal to one cent (\$0.01) per Unvested Share (as adjusted for any Recapitalization Event) (the “Repurchase Price”) by giving the Recipient written notice of exercise of the Repurchase Option.

(c) Payment of the Repurchase Price for the Unvested Shares will be payable, at the option of the Company and/or its assignee(s) (as applicable) by check or by wire transfer. The Repurchase Price will be paid without interest within sixty (60) days after exercise of the Repurchase Option.

(d) The Recipient understands that the book entry evidencing the Unvested Shares and the Ownership Statement shall be noted by the stock transfer agent with a legend substantially in the following form:

THE SHARES EVIDENCED HEREBY ARE SUBJECT TO CERTAIN RESTRICTIONS ON PUBLIC RESALE AND TRANSFER, INCLUDING THE RIGHT OF REPURCHASE HELD BY THE ISSUER, AS SET FORTH IN A CLASS A COMMON STOCK ISSUANCE AGREEMENT BETWEEN THE ISSUER AND THE ORIGINAL REGISTERED OWNER OF THESE SHARES, A COPY OF WHICH MAY BE OBTAINED AT THE PRINCIPAL OFFICE OF THE ISSUER. SUCH RESTRICTIONS ARE BINDING ON TRANSFEREES OF THESE SHARES.

(e) The legend set forth in Section 5.1(d) above shall be promptly removed by the Company with respect to Unvested Shares that become Vested Shares.

5.2. Volume Limitations.

(a) The Recipient hereby agrees that at all times during the period commencing with the execution and delivery of this Agreement until December 24, 2012, subject to Section 5.2(b), the Recipient shall not cause or permit any Transfer (as defined below) of any of the Shares to be effected, or discuss, negotiate or make any offer regarding any Transfer of any of the Shares. For purposes of this Agreement, Recipient shall be deemed to have effected a "Transfer" of a Share if such person directly or indirectly (i) sells, pledges, encumbers, grants an option with respect to, transfers or otherwise disposes of such security or any interest therein, or (ii) enters into an agreement or commitment providing for the sale of, pledge of, encumbrance of, grant of an option with respect to, transfer of or disposition of such security or any interest therein.

(b) Section 5.2(a) shall not apply to the Recipient's Transfer of: (i) up to a total of two hundred eighty-six thousand (286,000) Vested Shares (as adjusted (x) pursuant to the last sentence of this Section 5.2(b) and (y) for any Recapitalization Event) in each consecutive six-month period beginning on the first day following the end of the Lock-Up Restriction Period (as defined below) (each, a "Semi-Annual Allowance"); or (ii) any Vested Shares to another corporation, partnership or other business entity that is a controlled or managed affiliate of the Recipient, *provided* that, in the case of clause (ii), it shall be a condition of transfer or distribution that (A) there shall be no disposition for value, and (B) each transferee or distributee agrees to assume the obligations of the Recipient hereunder with respect to any Vested Shares so transferred. Notwithstanding the foregoing, the Recipient shall be permitted to Transfer any amount of Vested Shares in excess of the Semi-Annual Allowance ("Excess Shares") in any corresponding six-month period defined pursuant to clause (i) above (each, an "Allowance Period"), so long as the Recipient pays the Company twenty-five dollars (\$25.00) per Excess Share (each as adjusted for any Recapitalization Event) within five (5) business days following the Transfer thereof. Notwithstanding the foregoing, in the event that the last day of the Lock-up Restriction Period (the "Lock-Up End Date") is later than the later of (1) December 24, 2010 and (2) the last day to which the restrictions imposed by the Lock-up Agreement are extended pursuant to the sixth paragraph of the Lock-up Agreement, if such extension occurs with respect to a Lock-up Period (as defined in the Lock-up Agreement) that would have otherwise expired on or before December 25, 2010 (such date that is the later of (1) and (2) being referred to herein as the "Final Date"), then each Semi-Annual Allowance shall be increased by a number of shares equal to (x) the product of (1) 47,667 multiplied by (2) the number of months (with a partial month being rounded up to the nearest whole month) by which the Lock-Up End Date is later than the Final Date, divided by (y) the number of Allowance Periods (including a partial Allowance Period) remaining before (and including) December 24, 2012. For purposes of this Agreement, the term "Lock-up Restriction Period" means the period beginning on the Effective Date and ending on the later of the first day following the later of (1) the end of the Lock-up Period (as defined in the Lock-up Agreement) and (2) the last day to which the restrictions imposed by the Lock-up Agreement are extended pursuant to the sixth paragraph of the Lock-up Agreement. In the event that the Lock-up Agreement terminates pursuant to the last paragraph thereof and an alternative lock-up agreement is entered into between the Recipient and the Company's underwriters, the parties agree to revise this Section 5.2(b) in good faith to implement a mechanism similar to that set forth above to adjust the Semi-Annual Allowance as necessary to preserve the intent of this provision, taken together with the Lock-up Agreement.

5.3. Stop-Transfer Instructions; Refusal to Transfer.

(a) Recipient agrees that, to ensure compliance with the restrictions imposed by this Agreement, the Company may issue appropriate “stop-transfer” instructions to its stock transfer agent, if any, or if the Company transfers its own securities, it may make appropriate notations to the same effect in its own records.

(b) The Company will not be required (i) to transfer on its books any Shares that have been sold or otherwise transferred in violation of any of the provisions of this Agreement or (ii) to treat as owner of such Shares, or to accord the right to vote or pay dividends, to any Recipient or other transferee to whom such Shares have been so transferred.

5.4. Right to Terminate Card Agreement Unaffected. Nothing in this Agreement shall be construed to limit or otherwise affect in any manner whatsoever the right or power of the Company or the Recipient to terminate the Card Agreement, as amended by the Card Agreement Amendment, or any other relationship between the Recipient and the Company at any time pursuant to the terms thereof.

5.5. Change of Control. Notwithstanding the generality of the foregoing, upon the consummation of a Prohibited Change of Control (as defined in the Amended Card Agreement) or a Change of Control (as defined below): (i) all of the Shares shall immediately and automatically become Vested Shares for all purposes of this Agreement and (ii) Section 5.2(a) shall no longer be of any force or effect and the Recipient shall be free to effect Transfers of the Shares without limitation (subject to applicable law). For purposes of the foregoing, the term “Change of Control” shall mean: (A) a merger, share exchange, business combination or similar extraordinary transaction as a result of which the persons possessing, immediately prior to the consummation of such transaction, beneficial ownership of the voting securities of the Company entitled to vote generally in elections of directors of the Company, would cease to possess, immediately after consummation of such transaction, beneficial ownership of voting securities entitling them to exercise more than 50% of the total voting power of all outstanding securities entitled to vote generally in elections of directors of the Company (or, if not the Company, the surviving person resulting from such transaction) or (B) a sale of all or substantially all of the assets of the Company and its subsidiaries (determined on a consolidated basis).

6. COMPLIANCE WITH LAWS AND REGULATIONS. The issuance and transfer of the Shares will be subject to and conditioned upon compliance by the Company and Recipient with all applicable state and federal laws and regulations and with all applicable requirements of any stock exchange or automated quotation system on which the Company’s Class A Common Stock may be listed or quoted at the time of such issuance or transfer.

7. COVENANTS.

7.1. Registration Rights. The Recipient shall become a party to, and have registration rights as set forth in, the Eighth Amended and Restated Registration Rights Agreement, dated as of March 31, 2010, pursuant to an amendment and restatement of such agreement entered into and effective as of the Effective Date.

7.2. Further Assurances.

(a) Prior to the earlier of (i) the completion of a "Qualified Initial Public Offering" (as such term is defined in the Certificate) and (ii) the completion of the "Public Offering" (as defined in the Lock-up Agreement) (such date that is the earlier of (i) and (ii) being referred to herein as the "IPO Date"), without the Recipient's prior written consent, the Company shall not (A) amend the Certificate in a way that materially, adversely and disproportionately affects the holders of Class A Common Stock as compared with the holders of Class B Common Stock or (B) issue "Additional Shares" (as such term is defined below) at a price per share that is less than the Effective Date FMV (as defined below).

(b) For purposes of Section 7.2(a), "Additional Shares" shall mean any shares of capital stock of the Corporation and any securities or other rights convertible into or exercisable or exchangeable for any shares of capital stock of the Corporation other than:

(i) shares of Class B Common Stock actually issued upon conversion of shares of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series C-1 Preferred Stock or Series C-2 Preferred Stock (but only to the extent that such shares of Preferred Stock are described in Section 3.4 of this Agreement);

(ii) shares of Class A Common Stock or Class B Common Stock to an employee, officer or director; or to a consultant as compensation for services rendered or to be rendered to the Corporation, pursuant to stock option, stock purchase or similar incentive plans or arrangements approved by the Board of Directors (or the Compensation Committee thereof) after the Effective Date;

(iii) shares of capital stock, Convertible Securities or Options issued to an equipment lessor, bank, financial institution or similar entity, or a landlord or other provider of goods and services, in a transaction approved by the Board of Directors (including the Series C Designee) in connection with commercial credit arrangements, equipment financings or other transactions, primarily for purposes other than equity financing;

(iv) shares of Class A Common Stock or Class B Common Stock issued as a dividend or other distribution approved by the Board of Directors (including the Series C Designee) in connection with which an adjustment to the Conversion Price is made pursuant to Section 3(e)(i), (ii) or (iii) of the Certificate;

(v) shares of Class A Common Stock or Class B Common Stock issued in the Corporation's Qualified Initial Public Offering;

(vi) shares of capital stock, Convertible Securities or Options issued in a merger or acquisition that is approved by the Board of Directors (including the Series C Designee), other than any merger or acquisition the primary purpose of which is to raise capital or otherwise provide financing for the Corporation;

(vii) shares of capital stock issuable upon the exercise of Convertible Securities issued by the Corporation prior to Effective Time (but only to the extent that such Convertible Securities are described in Section 3.4 of this Agreement);

(viii) shares of capital stock, Convertible Securities or Options issued in connection with strategic joint ventures or development projects or other strategic transactions, in each case approved by the Board of Directors (including the Series C Designee);

(ix) if the holders of a majority of the then outstanding shares, voting as a separate class, of any series of Preferred Stock the Conversion Price of which may be subject to adjustment upon the issuance of Class A Common Stock or Class B Common Stock agree in writing that such shares shall not constitute Additional Shares with respect to such series of Preferred Stock; *provided, however*, that the consent of holders of Preferred Stock that participate directly or indirectly (including by way of any affiliate of such holders) in the related financing shall not be counted in favor of a determination under this clause (ix) that the shares issued in such financing do not constitute Additional Shares; and

(x) shares of Class A Common Stock issued or issuable upon conversion of shares of Class B Common Stock (but only to the extent that such shares of Class A Common Stock are described in Section 3.4 of this Agreement).

All capitalized terms contained in this Section 7.2(b) shall have the meanings ascribed to them in the Certificate (except for the terms "Agreement," "Certificate," and "Effective Date" which are defined in this Class A Common Stock Issuance Agreement).

7.3. Tax Matters.

(a) The Company understands that Recipient may make the election under Section 83(b) of the Internal Revenue Code (the "Section 83(b) Election") with respect to some or all of the Shares (the "Section 83(b) Shares"). The Company shall furnish, or cause any transfer agent of the Company to furnish, such documentation reflecting Recipient's ownership of Shares, as is reasonably requested by the Recipient in connection with the Section 83(b) Election.

(b) Recipient and the Company agree that the fair market value ("FMV") of the Shares on the date hereof is \$32.23 per share (the "Effective Date FMV").

(c) If no Section 83(b) Election is made, the Recipient and the Company agree to discuss within ten (10) business days following the end of each calendar quarter that occurs prior to the IPO Date the FMV of the Shares that became Vested Shares during such quarter. The Company agrees to obtain quarterly valuations (the "Quarterly Valuations") of its common stock by a nationally-recognized qualified independent appraiser for purposes of qualifying for the "safe harbor" provisions under Section 409A of the Internal Revenue Code of 1986, as amended. The Company agrees to discuss with Recipient any concerns the Recipient may have with the independent appraiser selected by the Company. After the IPO Date, Recipient and the Company agree that the FMV of the Shares that become Vested Shares will be based on the trading price of the Company stock on the day on which such Shares become Vested Shares. Promptly (and in no event more than 5 days) following execution of this Agreement, the Company will deliver to the Recipient a true, correct and complete copy of the most recent valuation of its common stock, and until the IPO Date, the Company will deliver to the Recipient true, correct and complete copies of the Quarterly Valuations obtained pursuant to this Section 7.3(c).

(d) Recipient and the Company agree to file all of their respective income tax returns consistently in accordance with the FMV determined under Section 7.3(b) and (c).

7.4. Bank Holding Company Matters.

(a) If the Amended Card Agreement is terminated pursuant to Section 15.3(p) thereof (a "Qualified Termination") then: (i) this Agreement shall terminate as of the date of the notice of the Qualified Termination delivered pursuant to the Amended Card Agreement (the "Put Option Commencement Date"), (ii) Section 5.2(a) shall no longer be of any force or effect and the Recipient shall be free to effect Transfers of the Shares without limitation (subject to applicable law) and (iii) subject to the terms and conditions of this Agreement, the Recipient will have the right (the "Put Option") to require the Company to repurchase all of the Recipient's Vested Shares, at a purchase price per Share (as adjusted for any Recapitalization Event) equal to the FMV per Share as of the date the Put Option is exercised, as determined by the Valuation Firm (as defined in Section 7.4(h), below) (the "Payment Amount"), payable in cash by wire transfer of immediately available funds (or, to the extent that the Company does not have sufficient cash on hand or available to it on commercially reasonable terms in order to consummate the repurchase, the Company shall issue the Recipient a promissory note (the "Note") which is due and payable on the earliest to occur of (x) the twelve (12) month anniversary of the date the Note is issued, (y) the IPO Date and (z) the date Company has sufficient cash on hand or available to it on commercially reasonable terms in order to pay the Note in full (the "Note Maturity Date"), with interest thereon at a rate per annum equal to 2% in excess of the Prime Rate (as defined in Section 7.4(h), below) in effect on the date of the issuance of the Note, and which rate shall adjust on the first day of each calendar quarter to the Prime Rate then in effect). The Company shall use its commercially reasonable efforts to obtain financing in order to repay the Note in full as soon as possible following issuance thereof. In the event of a Qualified Termination, within five (5) business days of the Termination Date, the Company shall also make a cash payment to the Recipient by wire transfer of immediately available funds to an account or accounts designated by the Recipient in an amount equal to (A) the FMV per Share (as of the date the Put Option is exercised as determined above) or, if the Recipient has sold any Shares pursuant to this Section 7.4 after the IPO Date, the average price per share received by the Recipient for such sales of Shares, multiplied by (B) the number of the Unvested Shares that would have become Vested Shares from and after the Put Option Commencement Date and prior to (and including) the Termination Date if this Agreement had not been terminated and the Company and the Recipient were continuously Engaged during such period.

(b) The Recipient may only exercise the Put Option by delivering a notice to the Company, no later than sixty (60) days following the Put Option Commencement Date (the "Final Exercise Date"), of a completed and executed Put Option Subscription Form in substantially the form attached hereto as Exhibit 3, and the Company shall be required to pay, within sixty (60) days of its receipt of such notice, the Recipient the Payment Amount for each Vested Share repurchased pursuant to the exercise of the Put Option.

(c) Clause (iii) of Section 7.4(a) shall no longer be of any force or effect and the Company shall not be obligated to repurchase any of the Recipient's Vested Shares on or after (and the Put Option (if any) shall terminate in full (to the extent not previously

exercised) upon) the earliest of (i) the IPO Date, (ii) the transfer of the Vested Shares held by the Recipient other than pursuant to Section 7.4(d) and (iii) the day immediately following the Final Exercise Date.

(d) The Put Option shall not be transferable by the Recipient, provided that the Put Option may be transferred to another corporation, partnership or other business entity that is a controlled or managed affiliate of the Recipient if and only if (i) it is transferred with the underlying Vested Shares, (ii) there shall be no disposition for value in connection with such transfer, and (iii) each transferee agrees in writing to be subject to the provisions of this Agreement as if the transferee were the "Recipient" hereunder.

(e) Notwithstanding anything to the contrary contained herein, to the extent that the Company is unable to consummate (for cash or the Note) the repurchase of any portion of the Vested Shares on the date that the Put Option is exercised due to limitations imposed by the California Corporations Code or Delaware General Corporation Law, then the Company shall only use funds (and/or the Note) to the extent legally available to the Company to repurchase the maximum possible number of such Vested Shares from the Recipient. Any Vested Shares not so purchased (the "Remaining Shares") shall be subject to Section 7.4(f), below.

(f) The Company shall use its commercially reasonable efforts to assist the Recipient in the offering and sale of the Remaining Shares to one or more third parties, which efforts shall include taking appropriate steps with respect to the marketing of such Remaining Shares, making its management and employees available to participate in marketing and due diligence activities in connection therewith, providing materials in response to reasonable due diligence requests (subject to the execution of a reasonable and customary confidentiality agreement) and preparing a customary information memorandum describing the Company and its business, results and prospects.

(g) In the event that the Company or the Recipient receives, following the Effective Date, notice from the staff of the Board of Governors of the Federal Reserve System in Washington, DC (the "Staff") that the Staff would like to initiate discussions with the Company and/or the Recipient with respect to whether the Recipient exercises a controlling influence over the management or policies of the Company ("Control Issue"), the party hereto receiving such notice shall notify the other party hereto within one (1) business day of the receipt of such request and the Recipient and the Company shall each have the right to request meetings with the Staff. The Recipient and the Company shall promptly inform each other of its discussions with the Staff regarding the Control Issue. The Company and the Recipient shall, in good faith, explore commercially reasonable modifications to this Agreement and other commercially reasonable appropriate measures that could alleviate the concerns of the Staff, provided, however, that no party hereto shall be obligated to enter into a modification of this Agreement or take other measures that would adversely affect the economic and business assumptions of such party underlying this Agreement. If either the Company or the Recipient thereafter receives notice from the Staff that it intends to take the Control Issue to the Board of Governors of the Federal Reserve System (the "Board"), then: (i) the party hereto receiving such notice shall notify the other party hereto within one (1) business day of receipt of such notice and (ii) if the Company and the Recipient reasonably determine that if the Amended Card Agreement is not terminated but the Recipient divests the Shares, the Staff would not take the Control Issue

to the Board, then: (x) all of the Shares shall immediately and automatically become Vested Shares for all purposes of this Agreement upon delivery of such notice and (y) Sections 7.4(a)(i), (a)(ii), (a)(iii), (b), (c), (d), (e), (f), (h) and (i) shall apply, it being understood and agreed that the Put Option shall not be available to the Recipient under this Section 7.4(g) upon and following the IPO Date or, if earlier, the transfer described in clause (ii) of Section 7.4(c) (the “Exit Trigger”). In the event of a Qualified Termination, then Section 7.4(a) and not this Section 7.4(g) shall apply and, upon such a termination, all of the Recipient’s rights under this Section 7.4(g) shall terminate in full without any further obligation of the Company.

(h) If, after the Put Option Commencement Date or the occurrence of the Exit Trigger, the Lock-up Agreement (or any future lock-up agreement) prohibits the transfer of Shares by the Recipient, the Company shall use its best efforts to (i) have the underwriters party to such lock-up agreement waive or remove the restrictions on transfer of the Shares (both to third parties and to the Company) imposed by such lock-up agreement as soon as is practicable and (ii) convince the Staff to permit the Recipient to dispose of the Shares once the restrictions on transfer imposed by such lock-up agreement have lapsed; provided, however, the parties acknowledge that achievement of either (i) or (ii) shall satisfy the Company’s obligations under this Section 7.4(h).

(i) For purposes of the foregoing, the “Prime Rate” on any day shall mean the rate publicly announced on the business day preceding such date by The Wall Street Journal as the prime lending rate for domestic commercial loans, except that, if The Wall Street Journal shall not announce publicly a prime commercial lending (or equivalent) rate on such date, the Prime Rate shall be determined based upon the arithmetic average of the rates of interest publicly announced by three money center banks selected by the Recipient doing business in New York City as their prime commercial lending rates. For purposes of the foregoing, the “Valuation Firm” shall mean a nationally-recognized qualified appraiser that is mutually acceptable to the Company and the Recipient acting reasonably and in good faith; provided, however, that if the Company and the Recipient cannot agree on a firm within ten (10) business days, the Valuation Firm shall be KPMG LLP, or its successor.

8. MISCELLANEOUS

8.1. Governing Law. This Agreement shall be governed by and construed in accordance with the General Corporation Law of the State of Delaware as to matters within the scope thereof, and as to all other matters shall be governed and construed in accordance with the internal laws of the State of Delaware without regard to principles of conflicts of laws.

8.2. Survival. The representations, warranties, covenants and agreements made herein shall survive any investigation made by any party hereto and (other than the agreements contained in Section 4, which shall survive until their expiration) until the first anniversary of the Effective Date.

8.3. Successors and Assigns; No Third Party Beneficiaries. Except as otherwise expressly provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto. This Agreement and the rights and obligations therein may not be assigned by the Recipient without the written consent of the Company except to a parent corporation, a subsidiary or

affiliate of the Recipient. This Agreement and the rights and obligations therein may not be assigned by the Company without the written consent of the Recipient. Nothing contained in this Agreement, express or implied, is intended to confer any rights, remedies or benefits upon any person or entity, other than the parties hereto or their respective successors and permitted assigns.

8.4. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties with regard to the subject hereof.

8.5. Notices. All notices, requests, waivers and other communications made pursuant to this Agreement shall be in writing and shall be conclusively deemed to have been duly given (a) when hand delivered to the other party (b) when sent by facsimile if sent during normal business hours of the recipient with confirmation of sending to the fax number set forth below, or if sent outside normal business hours with confirmation of sending, then notice shall be deemed to have been duly given on the next business day; (c) three (3) business days after deposit in the U.S. mail with first class or certified mail receipt requested postage prepaid and addressed to the other party as set forth below; or (d) the next business day after deposit with a national overnight delivery service, postage prepaid, addressed to the other party as set forth below with next-business-day delivery guaranteed, provided that the sending party receives a confirmation of delivery from the delivery service provider.

To the Recipient:

WAL-MART STORES, INC.
702 S.W. Eighth Street
Bentonville, Arkansas 72716
Attn: VP Financial Services
Phone: (479) 204-2123
Fax: (479) 273-8606

To Company:

GREEN DOT CORPORATION
605 East Huntington Drive, Suite 205
Monrovia, CA 91016
Attn: Legal Department
Phone: (626) 739-3942
Fax: (626) 739-2002

Each person making a communication hereunder by facsimile shall promptly confirm by telephone to the person to whom such communication was addressed each communication made by it by facsimile pursuant hereto but the absence of such confirmation shall not affect the validity of any such communication. A party may change or supplement the addresses given above, or designate additional addresses, for purposes of this Section 8.5 by giving the other party written notice of the new address in the manner set forth above.

8.6. Amendments and Waivers. Any term of this Agreement may be amended only with the written consent of each party hereto.

8.7. Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to any party hereto, upon any breach or default of any other party under this Agreement, shall impair any such right, power or remedy of the non-breaching party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of any similar breach of default thereafter occurring; nor shall any waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any party hereto of any breach of default under this Agreement or any waiver on the part of any party hereto of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement, or by law or otherwise afforded to any party hereto shall be cumulative and not alternative.

8.8. Legal Fees. Each party hereto shall pay its own legal expenses in connection with the transactions contemplated by this Agreement.

8.9. Finder's Fees. Each party represents and warrants to the other party hereto that it has retained no finder or broker in connection with the transactions contemplated by this Agreement.

8.10. Titles and Subtitles. The titles of the sections and subsections of this Agreement are for convenience of reference only and are not to be considered in construing or interpreting this Agreement.

8.11. Counterparts: Facsimile Signature. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. This Agreement may be executed by facsimile signature.

8.12. Severability. Should any provision of this Agreement be determined to be illegal or unenforceable, such determination shall not affect the validity or enforceability of any other provisions of this Agreement.

8.13. Dispute Resolution. The parties agree to negotiate in good faith to resolve any dispute between them regarding this Agreement. If the negotiations do not resolve the dispute to the reasonable satisfaction of all parties, then each party shall nominate one senior officer of the rank of Vice President or higher as its representative. These representatives shall, within thirty (30) days of a written request by any party to call such a meeting, meet in person and shall attempt in good faith to resolve the dispute. If the disputes cannot be resolved by such senior officers in such meeting, the parties agree that they shall, if requested in writing by any party, meet within thirty (30) days after such written notification for one (1) day with a neutral mediator and consider dispute resolution alternatives other than litigation. If an alternative method of dispute resolution is not agreed upon within thirty (30) days after the one (1) day mediation, any party may begin litigation proceedings. This procedure shall be a prerequisite before taking any additional action hereunder. The parties acknowledge that the Company would be irreparably harmed and that there will be no adequate remedy at law for a violation by the Recipient of the last sentence of Section 2.1, and therefore, at the conclusion of the procedures set forth above in this Section 8.13, the Company shall be entitled to seek performance by the Recipient of the last sentence of Section 2.1 by specific performance.

8.14. Jurisdiction. The parties hereto agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the actions contemplated hereby shall be brought in the United States District Court for the District of Delaware or any Delaware State court sitting in Wilmington, Delaware, so long as one of such courts shall have subject matter jurisdiction over such suit, action or proceeding, and that any cause of action arising out of this Agreement shall be deemed to have arisen from a transaction of business in the State of Delaware, and each of the parties hereby irrevocably consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each party agrees that service of process on such party as provided in Section 8.5 shall be deemed effective service of process on such party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year herein above first written.

WAL-MART STORES, INC.
702 S.W. Eighth Street
Bentonville, Arkansas 72716

/s/ Jane Thompson
Signature

Jane Thompson
Printed Name

Senior Vice President
Title

GREEN DOT CORPORATION
605 East Huntington Drive, Suite 205
Monrovia, CA 91016

/s/ Steven W. Streit
Signature

Steven W. Streit
Printed Name

CEO
Title

SIGNATURE PAGE FOR CLASS A COMMON
STOCK ISSUANCE AGREEMENT

EXHIBIT 1
LOCK-UP AGREEMENT

_____, 2010

J.P. MORGAN SECURITIES INC.,
MORGAN STANLEY & CO. INCORPORATED
As Representatives of
the several Underwriters listed in
Schedule 1 to the Underwriting
Agreement referred to below
c/o J.P. Morgan Securities Inc.
383 Madison Avenue, 39th floor
New York, NY 10179

Re: Green Dot — Public Offering

Ladies and Gentlemen:

The undersigned understands that you, as Representatives of the several Underwriters, propose to enter into an Underwriting Agreement (the "Underwriting Agreement") with Green Dot Corporation, a Delaware corporation (the "Company"), providing for the public offering (the "Public Offering") by the several Underwriters named in Schedule 1 to the Underwriting Agreement (the "Underwriters"), of shares (the "Securities") of the Class A Common Stock, par value \$0.001 per share, of the Company (the "Common Stock").

In consideration of the Underwriters' agreement to purchase and make the Public Offering of the Securities, and for other good and valuable consideration receipt of which is hereby acknowledged, the undersigned hereby agrees that, without the prior written consent of the Representatives, on behalf of the Underwriters, the undersigned will not, during the period ending 180 days after the date of the final prospectus (the "Prospectus") relating to the Public Offering (the "Lock-Up Period"), (1) offer, pledge, announce the intention to sell, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, or otherwise transfer or dispose of, directly or indirectly, any shares of Common Stock of the Company or any securities convertible into or exercisable or exchangeable for Common Stock (including without limitation, Common Stock or such other securities which may be deemed to be beneficially owned by the undersigned in accordance with the rules and regulations of the United States Securities and Exchange Commission (the "Commission") and securities which may be issued upon exercise of a stock option or warrant) or (2) enter into any swap or other agreement that transfers, in whole or in part, any of the economic consequences of ownership of the Common Stock or such other securities, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of Common Stock or such other securities, in cash or otherwise.

The foregoing sentence shall not apply to transactions relating to:

- (a) shares of Common Stock or securities convertible into or exercisable or exchangeable for Common Stock acquired in the Public Offering or in open market transactions
-

after the completion of the Public Offering, *provided* that no filing with the Commission shall be required or shall be voluntarily made in connection with subsequent sales of Common Stock or such other securities;

(b) shares of Common Stock sold by the undersigned to the Underwriters pursuant to the Underwriting Agreement;

(c) transfers of shares of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock (i) to an immediate family member or a trust formed for the benefit of an immediate family member, (ii) by bona fide gift, will or intestacy, (iii) if the undersigned is a corporation, partnership or other business entity (A) to another corporation, partnership or other business entity that is a controlled or managed affiliate of the undersigned or (B) as part of a disposition, transfer or distribution without consideration by the undersigned to its equity holders or (iv) if the undersigned is a trust, to a trustor or beneficiary of the trust, *provided* that, in the case of any transfer or distribution pursuant to this clause (c), it shall be a condition of transfer or distribution that (A) there shall be no disposition for value, (B) each transferee, donee or distributee shall sign and deliver a lock-up letter substantially in the form of this letter agreement and (C) no filing with the Commission shall be required or shall be made voluntarily during the Lock-up Period in connection with any such transfer; or

(d) entering into a written plan meeting the requirements of Rule 10b5-1 under the Securities Exchange Act of 1934; *provided* that no sales of the Company's securities shall occur under such plan and no public disclosure of any such action shall be required or shall be voluntarily made by any person during the Lock-up Period; or

(e) the exercise of options to purchase shares of Common Stock pursuant to employee benefit plans disclosed in the Prospectus, *provided that* any such shares of Common Stock received upon such exercise shall be subject to the terms of this letter agreement.

For purposes of this paragraph, "immediate family" means any relationship by blood, marriage, domestic partnership or adoption, no more remote than a first cousin.

In addition, the undersigned agrees that, without the prior written consent of the Representatives, on behalf of the Underwriters, it will not, during the Lock-Up Period, make any demand for, or exercise any right with respect to, the registration of any shares of Common Stock or any security convertible into or exercisable or exchangeable for Common Stock.

Notwithstanding the foregoing, if (1) during the last 17 days of the Lock-Up Period, the Company issues an earnings release or material news or a material event relating to the Company occurs; or (2) prior to the expiration of the Lock-Up Period, the Company announces that it will release earnings results during the 16-day period beginning on the last day of the Lock-Up Period, the restrictions imposed by this letter agreement shall continue to apply until the expiration of the 18-day period beginning on the issuance of the earnings release or the occurrence of the material news or material event.

In furtherance of the foregoing, the Company, and any duly appointed transfer agent for the registration or transfer of the securities described herein, are hereby authorized to decline to make any transfer of securities if such transfer would constitute a violation or breach of this letter agreement.

The undersigned hereby represents and warrants that the undersigned has full power and authority to enter into this letter agreement. All authority herein conferred or agreed to be conferred and any obligations of the undersigned shall be binding upon the successors, assigns, heirs and personal representatives of the undersigned.

The undersigned understands that the Underwriters are entering into the Underwriting Agreement and proceeding with the Public Offering in reliance upon this letter agreement.

Notwithstanding anything to the contrary contained herein, this letter agreement will terminate and the undersigned will be released from all of its obligations hereunder if (i) the closing of the Public Offering shall not have occurred on or before September 30, 2010, (ii) the Company files an application to withdraw, and the Commission consents to the withdrawal of, the registration statement related to the Public Offering, (iii) the Underwriting Agreement is executed but is terminated (other than the provisions thereof which survive termination) prior to payment for and delivery of the Common Stock to be sold thereunder or (iv) the Representatives, on behalf of the Underwriters, advising the Company, or the Company advising the Representatives, in writing, prior to the execution of the Underwriting Agreement, that they have determined not to proceed with the Public Offering.

This letter agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflict of laws principles thereof.

Very truly yours,

[NAME OF STOCKHOLDER]

By: _____
Name:
Title:

EXHIBIT 2

IRREVOCABLE LIMITED POWER OF ATTORNEY

This IRREVOCABLE LIMITED POWER OF ATTORNEY (the "**Power of Attorney**") is made as of the ____ day of May, 2010, by Wal-Mart Stores, Inc., a Delaware corporation ("**Grantor**").

WHEREAS, Grantor is a party to that certain Class A Common Stock Issuance Agreement (the "**Issuance Agreement**") dated as of May ____, 2010 between Grantor and Green Dot Corporation, a Delaware corporation ("**Green Dot**").

WHEREAS, pursuant to the Issuance Agreement, Green Dot is issuing to Grantor the Shares (as defined in the Issuance Agreement), and effective as of the date hereof, Grantor has, and hereby does, constitute and appoint Green Dot, its successors and assigns, the true and lawful attorney of Grantor as herein set forth.

NOW, THEREFORE, in order to fully effectuate the terms of the Issuance Agreement, Grantor hereby constitutes and appoints Green Dot, acting through any one of its duly appointed officers, and with full power of substitution, as the true and lawful attorney-in-fact (the "**Attorney**") for Grantor to do and perform the following on behalf of Grantor and in Grantor's name:

1. To execute and deliver such documents, including stock powers on behalf of the Grantor, as may be reasonably requested by Green Dot's stock transfer agent, Computershare Trust Company, N.A., or its successors or agents (or in the event that Computershare Trust Company, N.A. does not become Green Dot's stock transfer agent, Green Dot in its capacity as its own stock transfer agent), in connection with Green Dot's exercise of the Repurchase Option (as defined in the Issuance Agreement) (the "**Repurchase Option**");
2. To sell "Unvested Shares" (as defined in the Issuance Agreement) ("**Unvested Shares**") on behalf of Grantor to Green Dot pursuant to the exercise of the Repurchase Option and to receive the payment for the said shares and to remit it to Grantor; and
3. To make, sign, execute and deliver any contract, form or document of whatever nature or kind which may be necessary or proper in connection with the sale of Grantor's Unvested Shares to Green Dot pursuant to the exercise of the Repurchase Option.

Giving and Granting unto the Grantor's said Attorney full power and authority to do and perform the foregoing acts for Grantor and in Grantor's name, place and stead for all intents and purposes as if Grantor were personally present, confirming and affirming all that Grantor's said Attorney may legally do in the premises.

The Attorney is hereby empowered to determine, in its sole discretion, the time or times when, purpose for, and manner in which any power herein conferred upon it shall be exercised, and the conditions, provisions, or covenants of any instrument or document which may be executed by it pursuant hereto.

This Power of Attorney and all authority conferred hereby are granted and conferred subject to an in consideration of the execution and delivery by Green Dot of the Issuance Agreement and the performance of its obligations thereunder, and for the purpose of completing the transactions contemplated therein.

The foregoing agreements are made for the benefit of, and may be relied upon by Green Dot, its successors and assigns, agents, and representatives.

This Power of Attorney is executed solely to facilitate the transfer of the Unvested Shares to Green Dot as contemplated by Section 5.1(b) of the Issuance Agreement and no act or undertaking of the Attorney pursuant to this Power of Attorney shall be valid or effective to create or impose any liability or obligation on Grantor or any affiliate of Grantor.

This Power of Attorney is irrevocable, and Grantor acknowledges and affirms that this Power of Attorney is coupled with an interest.

Grantor agrees that any third party who receives a copy of this document may act under it. Grantor hereby agrees to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney.

This Power of Attorney shall be binding upon the successors and assigns of Grantor and shall automatically terminate and shall be of no further force or effect upon the earlier of (i) the first date that all Unvested Shares have become "Vested Shares" (as defined in the Issuance Agreement) and (ii) the date of settlement of the Company's exercise of the Repurchase Option.

IN WITNESS WHEREOF, the undersigned has executed this Power of Attorney as of the date first above written.

WAL-MART STORES, INC.

By: _____

Name: _____

Title: _____

EXHIBIT 3

PUT OPTION SUBSCRIPTION FORM

(To be signed only upon exercise of Put Option)

To: Green Dot Corporation
605 East Huntington Drive, Suite 205,
Monrovia, California 91016
Attention: President

The undersigned, the holder of the attached Put Option (the "**Holder**"), hereby irrevocably elects to exercise the right represented by that Put Option to sell to Green Dot Corporation, a Delaware corporation (the "**Company**"), _____ shares of Class A Common Stock of the Company at an aggregate exercise price for such shares as determined pursuant to Section 7.4 of that certain Class A Common Stock Issuance Agreement, dated as of May ____, 2010, by and between Wal-Mart Stores, Inc., a Delaware corporation and the Company.

Dated: _____

Name: _____

Signature: _____

Address: _____

Wire Transfer Instructions:

