
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934

(Amendment No. 1)*

GREEN DOT CORP

(Name of Issuer)

Class A Common Stock, \$0.001 par value

(Title of Class of Securities)

39304D102

(CUSIP Number)

Warren G. Lichtenstein
Steel Partners Holdings L.P., 590 Madison Avenue, 32nd Floor
New York, NY, 10022
212-520-2300

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

03/26/2025

(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

SCHEDULE 13D

CUSIP No. 39304D102

Name of reporting person

1 STEEL PARTNERS HOLDINGS L.P.

2 Check the appropriate box if a member of a Group (See Instructions)

(a)

(b)

3 SEC use only
Source of funds (See Instructions)

4 AF
Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)

5
Citizenship or place of organization

6 DELAWARE

Sole Voting Power

7

0.00

Number of Shares Beneficially Owned by Each Reporting Person

Shared Voting Power

8

3,773,000.00

Each Reporting Person

9

0.00

With: Shared Dispositive Power

10

3,773,000.00

Aggregate amount beneficially owned by each reporting person

11 3,773,000.00

Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)

12
Percent of class represented by amount in Row (11)

13 7.0 %

Type of Reporting Person (See Instructions)

14 PN

SCHEDULE 13D

CUSIP No. 39304D102

Name of reporting person

1 Steel Partners Holdings GP Inc.

Check the appropriate box if a member of a Group (See Instructions)

2 (a)
 (b)

3 SEC use only
Source of funds (See Instructions)

4 AF
Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)

5
Citizenship or place of organization

6 DELAWARE

Number of 7 Sole Voting Power

Shares	
Beneficially	0.00
Owned by	Shared Voting Power
Each	8
Reporting	3,773,000.00
Person	Sole Dispositive Power
With:	9
	0.00
	Shared Dispositive Power
	10
	3,773,000.00
	Aggregate amount beneficially owned by each reporting person
11	3,773,000.00
	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)
12	<input type="checkbox"/>
	Percent of class represented by amount in Row (11)
13	7.0 %
	Type of Reporting Person (See Instructions)
14	CO

SCHEDULE 13D

CUSIP No. 39304D102

1	Name of reporting person
	SPH Group LLC
	Check the appropriate box if a member of a Group (See Instructions)
2	<input type="checkbox"/> (a)
	<input type="checkbox"/> (b)
3	SEC use only
4	Source of funds (See Instructions)
	AF
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)
	<input type="checkbox"/>
6	Citizenship or place of organization
	DELAWARE
	Sole Voting Power
7	0.00
Number of	Shared Voting Power
Shares	8
Beneficially	3,773,000.00
Owned by	Sole Dispositive Power
Each	9
Reporting	0.00
Person	Shared Dispositive Power
With:	10
	3,773,000.00
11	Aggregate amount beneficially owned by each reporting person

3,773,000.00

Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)

12

Percent of class represented by amount in Row (11)

13

7.0 %

Type of Reporting Person (See Instructions)

14

OO

SCHEDULE 13D

CUSIP No. 39304D102

Name of reporting person

1

SPH Group Holdings LLC

Check the appropriate box if a member of a Group (See Instructions)

2

(a)

(b)

3

SEC use only

Source of funds (See Instructions)

4

AF

Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)

5

Citizenship or place of organization

6

DELAWARE

Sole Voting Power

7

0.00

Number of Shares Beneficially Owned by Each Reporting Person

Shared Voting Power

8

3,773,000.00

With:

Sole Dispositive Power

9

0.00

Shared Dispositive Power

10

3,773,000.00

Aggregate amount beneficially owned by each reporting person

11

3,773,000.00

Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)

12

Percent of class represented by amount in Row (11)

13

7.0 %

Type of Reporting Person (See Instructions)

14

OO

SCHEDULE 13D

CUSIP No. 39304D102

1 Name of reporting person
Steel Excel Inc.
Check the appropriate box if a member of a Group (See Instructions)

2 (a)
 (b)

3 SEC use only
Source of funds (See Instructions)

4 AF
Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)

5

6 Citizenship or place of organization
DELAWARE

7 Sole Voting Power
0.00

Number of Shares Beneficially Owned by Each Reporting Person With:

8 Shared Voting Power
3,773,000.00

9 Sole Dispositive Power
0.00

10 Shared Dispositive Power
3,773,000.00

11 Aggregate amount beneficially owned by each reporting person
3,773,000.00

12 Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)

13
Percent of class represented by amount in Row (11)
7.0 %

14 Type of Reporting Person (See Instructions)
CO

SCHEDULE 13D

CUSIP No. 39304D102

1 Name of reporting person
Steel Connect LLC
Check the appropriate box if a member of a Group (See Instructions)

2 (a)
 (b)

3 SEC use only
 Source of funds (See Instructions)

4 AF
 Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)

5
 Citizenship or place of organization

6 DELAWARE

7 Sole Voting Power

Number of Shares Beneficially Owned by Each Reporting Person With: 8 0.00
 Shared Voting Power 3,773,000.00
 Sole Dispositive Power 9 0.00
 Shared Dispositive Power 10 3,773,000.00

11 Aggregate amount beneficially owned by each reporting person
 3,773,000.00

12 Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)

13
 Percent of class represented by amount in Row (11)

14 7.0 %
 Type of Reporting Person (See Instructions)

OO

SCHEDULE 13D

CUSIP No. 39304D102

1 Name of reporting person
 STEEL CONNECT SUB LLC
 Check the appropriate box if a member of a Group (See Instructions)

2 (a)
 (b)

3 SEC use only
 Source of funds (See Instructions)

4 WC
 Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)

5
 Citizenship or place of organization

6 DELAWARE

Number of Shares Beneficially Owned by Each Reporting Person With: 7 Sole Voting Power 0.00

Owned by 8 Shared Voting Power
Each
Reporting 3,773,000.00
Person Sole Dispositive Power
With: 9
0.00
Shared Dispositive Power
10
3,773,000.00

Aggregate amount beneficially owned by each reporting person

3,773,000.00

Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)



Percent of class represented by amount in Row (11)

7.0 %

Type of Reporting Person (See Instructions)

OO

SCHEDULE 13D

Item 1. Security and Issuer

Title of Class of Securities:

(a) Class A Common Stock, \$0.001 par value

Name of Issuer:

(b) GREEN DOT CORP

Address of Issuer's Principal Executive Offices:

(c) 1675 N. FREEDOM BLVD (200 WEST), BUILDING 1, PROVO, UTAH , 84604.

Item 3. Source and Amount of Funds or Other Consideration

Item 3 is hereby amended and restated as follows: The aggregate purchase price of the 3,773,000 Shares owned directly by Steel Connect Sub is approximately \$34,997,416, including brokerage commissions. Such Shares were acquired with Steel Connect Sub's cash on hand.

Item 4. Purpose of Transaction

Item 4 is hereby amended and restated as follows: The Reporting Persons purchased the Shares based on the Reporting Persons' belief that the Shares, when purchased, were undervalued and represented an attractive investment opportunity. Depending upon overall market conditions, other investment opportunities available to the Reporting Persons, and the availability of Shares at prices that would make the purchase or sale of Shares desirable, the Reporting Persons may endeavor to increase or decrease their position in the Issuer through, among other things, the purchase or sale of Shares on the open market or in private transactions or otherwise, on such terms and at such times as the Reporting Persons may deem advisable. No Reporting Person has any present plan or proposal which would relate to or result in any of the matters set forth in subparagraphs (a) - (j) of Item 4 of Schedule 13D except as set forth herein or such as would occur upon or in connection with completion of, or following, any of the actions discussed herein. The Reporting Persons intend to review their investment in the Issuer on a continuing basis. Depending on various factors, including, without limitation, the Issuer's financial position and strategic direction, the price levels of the Shares, conditions in the securities markets and general economic and industry conditions, other investment opportunities available to the Reporting Persons, and the outcome of any discussions referenced herein, the Reporting Persons may in the future take such actions with respect to their investment in the Issuer as they deem appropriate, including, without limitation, developing plans and/or making proposals to the Issuer concerning changes to the capital allocation strategy, capitalization, ownership structure (including a sale or other strategic transaction involving the Issuer in which the Reporting Persons may seek to engage, as an acquirer or investor), the Issuer's Board of Directors (the "Board") structure (including Board composition) or operations of the Issuer, engaging in further communications and negotiations with management and the Board about the foregoing and a broad range of operational and strategic matters, engaging in discussions with stockholders of the Issuer or third parties (including potential financing sources) about the foregoing, the Issuer and the Reporting Persons' investment, exchanging information with the Issuer or any such persons pursuant to appropriate confidentiality or similar agreements

regarding any of the foregoing, including a potential mutual confidentiality agreement, purchasing additional Shares, selling some or all of their Shares, engaging in short selling of or any hedging or similar transaction with respect to the Shares, or changing their intention with respect to any and all matters referred to in Item 4. The Reporting Persons may also take steps to explore and prepare for various plans and actions, and propose transactions, before forming an intention to engage in such plans or actions or proceed with such transactions. Without limiting the foregoing, on March 28, 2025, an affiliate of the Reporting Persons entered into a Non-Disclosure Agreement with the Issuer, pursuant to which the parties agreed to certain mutual confidentiality restrictions and the Reporting Persons agreed to certain standstill provisions. In connection with the Non-Disclosure Agreement, the Reporting Persons and Issuer may share information and have discussions regarding the matters set forth above, including the potential acquisition by the Reporting Persons of certain assets or businesses of the Issuer, and the Reporting Persons may make proposals to the Issuer in connection therewith.

Item 5. Interest in Securities of the Issuer

Item 5(a) is hereby amended and restated as follows: The aggregate percentage of Shares reported owned by each person named herein is based upon 54,229,674 Shares outstanding, which is the total number of Shares outstanding as of January 31, 2025 as reported in the Issuer's Annual Report on Form 10-K filed with the Securities and Exchange Commission on March 4, 2025. As of the close of business on the date hereof, Steel Connect Sub owned directly 3,773,000 Shares, constituting approximately 7.0% of the Shares outstanding. By virtue of their relationships with Steel Connect Sub, each of Steel Holdings, SPHG, SPHG Holdings, Steel Holdings GP, Steel Excel and Steel Connect may be deemed to beneficially own the Shares owned directly by Steel Connect Sub.

(a)

(c) Item 5(c) is hereby amended and restated as follows: The transactions in the Shares by Steel Connect Sub since the filing of the Schedule 13D are set forth in Exhibit 1 and are incorporated herein by reference. All of such transactions were effected in the open market.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer

Item 6 is hereby amended to add the following: On March 28, 2025, an affiliate of the Reporting Persons entered into a Non-Disclosure Agreement with the Issuer, pursuant to which the parties agreed to certain mutual confidentiality restrictions and the Reporting Persons agreed to certain standstill provisions. A copy of this agreement is attached as Exhibit 2 hereto and is incorporated herein by reference.

Item 7. Material to be Filed as Exhibits.

Item 7 is hereby amended to add the following exhibits: 1- Transactions in Securities 2- Non-Disclosure Agreement, dated as of March 28, 2025

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

STEEL PARTNERS HOLDINGS L.P.

Signature: /s/ Maria Reda

Name/Title: Maria Reda, Secretary of Steel Partners Holdings GP Inc., its General Partner

Date: 03/28/2025

Steel Partners Holdings GP Inc.

Signature: /s/ Maria Reda

Name/Title: Maria Reda, Secretary

Date: 03/28/2025

SPH Group LLC

Signature: /s/ Maria Reda

Name/Title: Maria Reda, Secretary of Steel Partners Holdings GP Inc., its Managing Member

Date: 03/28/2025

SPH Group Holdings LLC

Signature: /s/ Maria Reda

Name/Title: Maria Reda, Secretary of Steel Partners Holdings GP Inc., its Manager

Date: 03/28/2025

Steel Excel Inc.

Signature: /s/ Maria Reda

Name/Title: Maria Reda, Secretary

Date: 03/28/2025

Steel Connect LLC

Signature: /s/ Maria Reda

Name/Title: Maria Reda, Secretary

Date: 03/28/2025

STEEL CONNECT SUB LLC

Signature: /s/ Maria Reda

Name/Title: Maria Reda, Secretary

Date: 03/28/2025

Transactions in the Shares Since the Filing of the Schedule 13D

<u>Class of Security</u>	<u>Securities Purchased</u>	<u>Price (\$)</u>	<u>Date of Purchase</u>
<u>STEEL CONNECT SUB LLC</u>			
Class A Common Stock	177,066	6.5615	03/13/2025
Class A Common Stock	10,000	7.6754	03/14/2025
Class A Common Stock	100,000	7.4572	03/17/2025
Class A Common Stock	153,559	7.3954	03/18/2025
Class A Common Stock	100,000	8.1982	03/25/2025
Class A Common Stock	33,168	8.2526	03/26/2025
Class A Common Stock	30,601	8.4645	03/27/2025
Class A Common Stock	54,000	8.3936	03/28/2025

Green Dot Corporation
1675 N. Freedom Blvd (200 West)
Provo, UT 84604

March 28, 2025

Steel Services Ltd.
590 Madison Avenue, 32nd Floor
New York, New York 10022

Re: Non-Disclosure Agreement

Ladies and Gentlemen:

In connection with the consideration of a possible business transaction (a "Possible Transaction") involving Steel Services Ltd. (collectively with its direct and indirect parent companies, "Steel Partners"), and Green Dot Corporation (collectively with its subsidiaries, "GDOT"); each of Steel Partners and GDOT is referred to as a "Party" and together as the "Parties"), each Party is prepared to make available to the other Party certain information concerning its or its affiliates' business, properties, other assets, liabilities, financial condition, strategy and operations. As used in this letter agreement, the term "Recipient" means Steel Partners or GDOT, as applicable, with respect to Evaluation Material (as hereinafter defined) received by such Party, as applicable, or any of its Representatives (as hereinafter defined) from or on behalf of the other Party or such other Party's Representatives, and the term "Disclosing Party" means Steel Partners or GDOT, as applicable, with respect to Evaluation Material disclosed by or on behalf of such Party, as applicable, or any of its Representatives to the other Party or such other Party's Representatives. The term "Representatives" with respect to either Party shall include such Party's controlled affiliates and its and their directors, officers, managers, employees, agents, advisors (including, without limitation, attorneys, accountants, consultants, and financial advisors) and with the prior written consent of the other Party (not to be unreasonably withheld) actual or potential debt or equity financing sources.

1. Evaluation Material. The term "Evaluation Material" shall mean all information concerning the Disclosing Party (including concerning its or its subsidiaries' business, properties, other assets, liabilities, financial condition, strategy and operations) which is furnished to the Recipient or the Recipient's Representatives in connection with a Possible Transaction by or on behalf of the Disclosing Party or its Representatives, whether on or after February 3, 2025, together with any notes, reports, summaries, analyses, compilations, forecasts, studies, interpretations, memoranda, documents, records or other materials prepared by the Recipient or any of its Representatives which contain or reflect such information, in any such instance, whether or not marked, designated or otherwise identified as "confidential". Notwithstanding any other provision hereof, the term Evaluation Material shall not include information which (i) is or becomes generally available to the public other than as a result of a disclosure by the Recipient or its Representatives in breach of this letter agreement, (ii) was within the Recipient's or its Representative's possession on a non-confidential basis prior to it being furnished to the Recipient or its Representatives by or on behalf of the Disclosing Party or any of its Representatives, provided that the source of such information was not known by the Recipient or its Representatives to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, the Disclosing Party with respect to such information, (iii) is or becomes available to the Recipient or its Representatives on a non-confidential basis from a source other than the Disclosing Party or any of its Representatives, provided that such source is not known by the Recipient or its Representatives to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, the Disclosing Party with respect to such information, or (iv) is independently developed by the Recipient or its Representatives without the use of, or reference to, any Evaluation Material.

2. Use and Disclosure of Evaluation Material. Each Party recognizes and acknowledges the confidential nature of the Evaluation Material and the damage that would result to the Disclosing Party if any information contained therein is disclosed to a third party in breach of this letter agreement. The Parties hereby agree that the Evaluation Material will be kept confidential and that the Recipient and its Representatives will not disclose any of the Evaluation Material or Discussion Information (as defined below) except in compliance with this letter agreement and will use such Evaluation Material only for the purpose of evaluating, negotiating, structuring, or implementing a Possible Transaction; *provided, however*, that any of the Evaluation Material or Discussion Information may be disclosed to the Recipient's Representatives who need to know such information for the purpose of evaluating, negotiating, structuring, or implementing a Possible Transaction and who are advised of, and are subject to a contractual, legal or fiduciary obligation to comply with, the confidentiality obligations hereunder. The Recipient agrees that it shall be responsible for any breach of this letter agreement by the Recipient or any of its Representatives.

In addition, each Party agrees that, without the prior written consent of the other Party, neither it nor any of its Representatives shall, except in compliance with this letter agreement, disclose to any other person the fact that any Recipient or any of its Representatives has received Evaluation Material or that Evaluation Material has been made available to a Recipient or its Representatives, that investigations, discussions or negotiations are taking place, or have taken place, concerning a Possible Transaction or any of the terms, conditions or other facts with respect to any Possible Transaction, including the status thereof and the identity of the Parties (collectively, the "Discussion Information"). The term "person" as used in this letter agreement shall be broadly interpreted to include the media and any corporation, limited liability company, partnership, group, individual or other entity.

In the event that the Recipient or any of its Representatives is requested or required by applicable law (including the applicable rules of any securities exchange or interdealer quotation system), rules, regulation or legal, judicial, regulatory or administrative process (including by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar legal process) to disclose any of the Evaluation Material or Discussion Information, the Recipient shall provide the Disclosing Party with prompt written notice of any such request or requirement to the extent not prohibited by law so that the Disclosing Party may seek, at the Disclosing Party's expense, a protective order or other appropriate remedy and/or waive compliance with the provisions of this letter agreement, and the Recipient shall use commercially reasonable efforts (at the Disclosing Party's expense) to consult and cooperate with the Disclosing Party to the extent permitted by law with respect to taking steps to resist or narrow the scope of such request or requirement. If, in the absence of a protective order or other remedy or the receipt of a written waiver by the Disclosing Party, the Recipient or any of its Representatives are nonetheless, after consultation with legal counsel, legally required to disclose Evaluation Material or Discussion Information, the Recipient or its Representatives may, without liability hereunder, disclose only that portion of the Evaluation Material or Discussion Information which the Recipient or its Representative is legally required to disclose, *provided that*, at the request of the Disclosing Party, the Recipient will use commercially reasonable efforts (at the expense of the Disclosing Party) to obtain assurance that confidential treatment will be accorded such Evaluation Material and/or Discussion Information, as applicable. Notwithstanding the foregoing, the Recipient and its Representatives may disclose Evaluation Material or Discussion Information, as applicable, and need not provide the notice required by this paragraph, in response to a request by a regulatory authority with jurisdiction over the Recipient or the applicable Representative in connection with a supervisory proceeding, audit or examination in the ordinary course of the Recipient's or such Representative's business, which request does not reference and is not directed at the Disclosing Party, the Evaluation Material, the Discussion Information, this letter agreement or the Possible Transaction; *provided that* the Recipient or its Representatives, as applicable, advise such authority of the confidential nature of such Evaluation Material or Discussion Information.

Notwithstanding anything to the contrary in this Section 2, if any Evaluation Material or Discussion Information includes materials or information subject to the attorney-client privilege, work product doctrine or any other applicable privilege concerning pending or threatened legal proceedings or governmental investigations or similar legal process, each Party understands and agrees that the Parties have a commonality of interest with respect to such matters and it is the desire, intention and mutual understanding of each Party that the sharing of such material or information is not intended to, and shall not, waive or diminish in any way the confidentiality of such material or information and its continued protection under the attorney-client privilege, work product doctrine or other applicable privilege and that all Evaluation Material furnished by or on behalf of the Disclosing Party or any of its Representatives to the Recipient or any of its Representatives that is entitled to protection under the attorney-client privilege, work product doctrine or other applicable privilege shall remain entitled to such protection under these privileges, this letter agreement, and under the joint defense doctrine.

3. Return and Destruction of Evaluation Material. Upon the Disclosing Party's written request, the Recipient and its Representatives will promptly deliver to the Disclosing Party or destroy (at Recipient's or the applicable Representative's option) all Evaluation Material furnished to the Recipient or its Representatives by or on behalf of the Disclosing Party or its Representatives. In the event of such a request, all Evaluation Material shall be returned or destroyed and no copy thereof shall be retained other than in electronic files pursuant to the Recipient's or its Representatives' current automatic archiving and backup procedures; *provided, however*, that Evaluation Material may be kept by the Recipient or its Representatives solely for purposes of compliance with a pre-existing bona fide regulatory or corporate records retention policy in the ordinary course. Notwithstanding the return or destruction of the Evaluation Material, the Recipient and its Representatives shall continue to be bound by the confidentiality and other obligations pursuant to the terms of this letter agreement.

4. Standstill. Steel Partners agrees that during the Standstill Period (as defined below), neither it nor any of its affiliates will, unless specifically invited by GDOT, directly or indirectly (the obligations pursuant to this paragraph being, the “Standstill”): (i) acquire, offer or propose to acquire, solicit an offer to sell or agree to acquire, directly or indirectly, alone or in concert with others, by purchase or otherwise, any direct or indirect beneficial interest in any voting securities or direct or indirect rights, warrants or options to acquire, or securities convertible into or exchangeable for, any voting securities of GDOT; (ii) make, or in any way participate in, directly or indirectly, alone or in concert with others, any “solicitation” of “proxies” to vote (as such terms are used in the proxy rules of the Securities and Exchange Commission promulgated pursuant to Section 14 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), whether subject to or exempt from the proxy rules, or seek to advise or influence any person or entity with respect to the voting of any voting securities of GDOT; (iii) form, join or participate in a “group” (that includes persons or entities other than Steel Partners and its affiliates) within the meaning of Section 13(d)(3) of the Exchange Act with respect to any voting securities of GDOT; (iv) acquire, offer to acquire or agree to acquire, directly or indirectly, alone or in concert with others, by purchase, exchange or otherwise, (a) any of the assets, tangible and intangible, of GDOT or (b) direct or indirect rights, warrants or options to acquire any assets of GDOT in each case, except in the ordinary course of business for such assets as are not material in amount; (v) arrange, or in any way participate, directly or indirectly, in any financing for the purchase of any voting securities or securities convertible or exchangeable into or exercisable for any voting securities or assets of GDOT; (vi) otherwise act, alone or in concert with others, to seek to propose to the other Party or any of its affiliates or shareholders any merger, business combination, consolidation, sale, restructuring, reorganization, recapitalization or other transaction involving GDOT or otherwise seek, alone or in concert with others, to control, change or influence the management, board of directors or policies of GDOT or nominate any person as a director who is not nominated by the then incumbent directors, or propose any matter to be voted upon by the shareholders of GDOT or any of its affiliates; (vii) make any request or proposal to amend, waive or terminate any provision of this Standstill (*provided*, that the foregoing shall not prohibit a confidential request made to GDOT’s Chief Executive Officer or Board of Directors in a manner that would not reasonably be expected to result in GDOT being required by applicable law or the rules of the New York Stock Exchange to make a public disclosure thereof) or seek permission to make or make any public announcement with respect to any provision of the Standstill; or (viii) publicly announce an intention to do, or enter into any arrangement or understanding with others to do, any of the actions restricted or prohibited under clauses (i) through (vii) of this Standstill, or take any action that would be reasonably expected to result in GDOT being required by applicable law or the rules of the New York Stock Exchange to make a public disclosure regarding any of the matters referred to in clauses (i) through (vii) of the Standstill. Notwithstanding anything to the contrary in this Section 4, (a) this letter agreement, including this Section 4, shall not prevent Steel Partners from (x) initiating, making or continuing any non-public discussions, requests, proposals or communications with GDOT (including its Chief Executive Officer and Board of Directors) and its financial and legal advisors and Representatives or (y) making any non-public offer or proposal to GDOT’s Chief Executive Officer or Board of Directors, in each case of clauses (x) and (y) relating to the Possible Transaction (in each of the foregoing clauses (x) and (y), in a manner that would not reasonably be expected to result in public disclosure thereof being required by applicable law or the rules of the New York Stock Exchange) and (b) the restrictions imposed upon Steel Partners in this Section 4 shall immediately terminate and be of no further effect if GDOT enters into a binding definitive agreement with a third party to effect a Control Transaction or a third party commences, or announces the commencement of a tender or exchange offer to effect a Control Transaction. For purposes of this letter agreement, a “Control Transaction” shall a mean transaction or a series of related transactions in which a person or “group” of persons (as determined in accordance with Section 13(d)(3) of the Exchange Act) would, upon consummation of such transaction(s), acquire, directly or indirectly, including by merger, consolidation, asset sale, acquisition, liquidation, dissolution, restructuring, reorganization, recapitalization or other business combination transaction, control of at least a majority of the total voting securities or assets of GDOT. Notwithstanding anything to the contrary in this letter agreement, if GDOT or any of its Representatives publicly discloses any material non-factual matter regarding Steel Partners or any of its affiliates that would reasonably be construed as disparaging, false or misleading in any material respect, with respect to Steel Partners or any such affiliate, Steel Partners and such affiliate shall be permitted to respond to such disclosure to the extent Steel Partners or such affiliate reasonably determines to be necessary and appropriate to correct such disparagement, falsity or misstatement, provided that Steel Partners and its affiliates will not be permitted to disclose Evaluation Material or Discussion Information in connection therewith. The “Standstill Period” shall mean the period commencing on the date hereof and ending on the earlier of (x) the date that is 30 days prior to the last date a Record Stockholder (as defined in the Amended and Restated Bylaws of GDOT (as further amended, the “Bylaws”)) may deliver notice to GDOT to nominate any person as a director at GDOT’s 2026 Annual Meeting of Stockholders (including any postponement, adjournment or rescheduling thereof) in accordance with the Bylaws and (y) the date that is 30 days prior to the last date a Record Stockholder may deliver notice to GDOT to nominate any person as a director or make any proposal at the first special meeting of the stockholders of GDOT called after the date hereof in accordance with the Bylaws. Notwithstanding anything to the contrary in this letter agreement, GDOT acknowledges and agrees that after the expiration of the Standstill Period, Steel Partners and its affiliates shall not be prohibited by this letter agreement from taking any of the actions described in clauses (i) through (viii) of this Section 4 so long as Steel Partners and its Representatives do not use or disclose any Evaluation Material or Discussion Information in violation of this letter agreement except for disclosures that are limited to that reasonably required by applicable law, rule or regulation in connection therewith and made in accordance with the third paragraph of Section 2. Notwithstanding anything to the contrary contained in this letter agreement, GDOT acknowledges and agrees that Steel Partners and its affiliates shall be permitted to file a Schedule 13D amendment with the U.S. Securities and Exchange Commission (the “SEC”) disclosing that the Parties entered into this letter agreement in substantially the form previously shared with GDOT. Notwithstanding the foregoing, GDOT acknowledges and agrees that any affiliates of Steel Partners that engage in investment activities in the ordinary course of business that (a) are not provided access to Evaluation Material or Discussion Information, (b) do not act on the behalf of or at the direction of Steel Partners with respect to the Possible Transaction, GDOT or any securities of GDOT and (c) are not directed to trade in securities of GDOT by Steel Partners or any of its Representatives who have been provided access to Evaluation Material or Discussion Information or who are acting on the behalf of or at the direction of Steel Partners or any such Representatives (each, a “Specified Affiliate”) shall not be subject to any restrictions on trading under this letter agreement; provided that Steel Partners and any of its Representatives who have been provided access to Evaluation Material or Discussion Information or who are acting on the behalf of or at the direction of Steel Partners or any such Representatives shall continue to comply with the terms of this letter agreement in all respects. Further, GDOT acknowledges that certain Steel Partners employees may serve as directors or officers of Specified Affiliates, and such Specified Affiliates will not be deemed to have received Evaluation Material or Discussion Information solely due to the dual role of any such employee so long as such employee (i) does not provide any Evaluation Material or Discussion Information to such Specified Affiliate or any other director, officer or employee thereof, (ii) does not instruct, direct, induce or encourage such Specified Affiliate or any other director, officer or employee thereof to take any action that would violate this letter agreement if taken by Steel Partners, and (iii) does not use, for any purpose in the capacity of a director, officer or other Representative of such Specified Affiliate, the Evaluation Material or Discussion Information.

5. Non-Solicit; No Hire. Each Party also agrees that, for a period of twelve (12) months from the date of this letter agreement, such Party and its affiliates will not, without the other Party's prior written consent, directly or indirectly, solicit for purposes of employment, offer to hire, hire, or enter into any employment contract with, any employee of the other Party or any of its subsidiaries with the title of Senior Vice President or above, or otherwise solicit, induce or otherwise encourage any such person to discontinue or refrain from entering into any employment relationship (contractual or otherwise) with the other Party or any of its subsidiaries, other than (a) solicitation for purposes of employment through general advertising or other general solicitation not targeted at the employees of the other Party or (b) taking any of the foregoing actions with any such employee who (i) responds to such general advertising or solicitation without having been solicited in a manner prohibited hereby or (ii) approaches such Party without having been solicited in a manner prohibited hereby and whose employment with the other Party has been terminated for a period of at least three (3) months prior to the commencement of employment discussions between any such employee and such Party.

6. No Representations or Warranties. The Parties understand, acknowledge and agree that neither Party nor any of its Representatives makes any representation or warranty, express or implied, herein as to the accuracy, reliability, completeness or non-infringement of the Evaluation Material. The Parties agree that neither Party nor any of its Representatives shall have any liability to the other Party or to any of the other Party's Representatives relating to or resulting from the use of the Evaluation Material or any errors therein or omissions therefrom except as set forth in a final definitive agreement regarding any transactions contemplated hereby. Only those representations or warranties which are made in a final definitive agreement regarding any transactions contemplated hereby, when, as and if executed and delivered, and subject to such limitations and restrictions as may be specified therein, will have any legal effect.

7. Material Non-Public Information. Each Recipient acknowledges and agrees that it is aware (and that its Representatives are aware or, upon receipt of any Evaluation Material or Discussion Information, will be advised by it) that (i) the Evaluation Material being furnished to the Recipient or its Representatives may contain material, non-public information regarding the Disclosing Party and (ii) the securities laws prohibit any persons who have material, non-public information concerning the matters which are the subject of this letter agreement, including the Discussion Information, from purchasing or selling securities of a company which may be a party to a transaction of the type contemplated by this letter agreement or from communicating such information to any person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities in reliance upon such information.

8. Communications. Unless otherwise agreed to by GDOT, all communications to GDOT or its Representatives regarding the Possible Transaction will be submitted or directed exclusively to the Chairman or Chief Executive Officer of GDOT or such other persons as such individuals may designate. Unless otherwise agreed to by Steel Partners, all communications to Steel Partners or its Representatives regarding a Possible Transaction will be submitted or directed exclusively to Warren G. Lichtenstein, Jack L. Howard and Joseph R. Martin or such other persons as any such individual may designate.

9. No Agreement. The Parties understand and agree that no contract or agreement providing for any Possible Transaction shall be deemed to exist between the Parties unless and until a final definitive agreement has been executed and delivered. The Parties also agree that unless and until a final definitive agreement regarding a Possible Transaction has been executed and delivered, no Party will be under any legal obligation of any kind whatsoever with respect to such a Possible Transaction by virtue of this letter agreement except for the matters specifically agreed to herein. The Parties further acknowledge and agree that until such definitive agreement is entered into, each Party reserves the right, in its sole discretion, to reject any and all proposals made by the other Party or any of the other Party's Representatives with regard to a Possible Transaction, to determine not to engage in discussions or negotiations and to terminate discussions and negotiations with the other Party at any time for any reason and without providing any reason therefor.

10. No Waiver of Rights; Assignment. It is understood and agreed that no failure or delay by either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder. The rights and obligations of either Party under this letter agreement may not be assigned or transferred to any person without the express prior consent of the other Party in the other Party's sole discretion, and any attempted assignment in violation of this provision will be void; *provided* that a Party may assign this letter agreement without the consent of the other Party in connection with the sale of all or substantially all of such Party's assets or a merger, consolidation or other business combination of such Party with or into another person, *provided* that such assignment shall not relieve such Party of any of its or its Representatives' obligations under this letter agreement.

11. Remedies. It is understood and agreed that money damages would not be an adequate remedy for any breach or threatened breach of this letter agreement by either Party or any of its Representatives, that the non-breaching Party would be irreparably harmed as a result of any breach or threatened breach and that the non-breaching Party shall be entitled to equitable relief, including, without limitation, injunction and specific performance, as a remedy for any such actual or threatened breach, and in any such case, without proof of actual damages or the requirement for the securing or posting of any bond. Such remedies shall not be deemed to be the exclusive remedies for a breach by a Party of this letter agreement but shall be in addition to all other remedies available at law or equity to the non-breaching Party.

12. Governing Law. This letter agreement is for the benefit of the Parties hereto, and shall be governed by and construed in accordance with the laws of the State of Delaware applicable to agreements made and to be performed entirely within the State of Delaware, without regard to the conflict of law provisions thereof that would result in the application of the laws of any other jurisdiction. Each Party hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the Delaware Court of Chancery, or in the event that such court lacks jurisdiction, any other court in the State of Delaware (the "Chosen Courts"), for any actions, suits or proceedings arising out of or relating to this letter agreement and the transactions contemplated hereby (and each Party agrees not to commence any action, suit or proceeding relating thereto except in such courts, and further agrees that service of any process, summons, notice or document by registered mail to such Party's address set forth above shall be effective service of process for any action, suit or proceeding brought against it in any such court). Each Party hereby irrevocably and unconditionally waives any objection which it may now or hereafter have to the laying of venue of any action, suit or proceeding arising out of or relating to this letter agreement or the transactions contemplated hereby in the Chosen Courts, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS LETTER AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

13. Entire Agreement. This letter agreement contains the entire agreement between the Parties hereto regarding its subject matter and supersedes all prior agreements, understandings, arrangements and discussions between the parties regarding such subject matter, and shall not be subsequently limited by any "clickthrough" agreement relating to the confidentiality of the Evaluation Material agreed to by either Party in connection with its access to any data site maintained in connection with a Possible Transaction.

14. No Modification. No provision in this letter agreement can be waived, modified or amended except by written consent of the Parties.

15. Counterparts. This letter agreement may be signed by facsimile transmission or portable document format (.pdf) and in one or more counterparts, each of which shall be deemed an original but all of which shall be deemed to constitute a single instrument.

16. Severability. If any provision of this letter agreement is found to violate or be unenforceable under any law, statute, regulation, rule, order or decree of any governmental authority, court or agency, such invalidity shall not be deemed to affect any other provision hereof or the validity of the remainder of this letter agreement, and such invalid or unenforceable provision shall be reformed, construed, and enforced such that the invalid or unenforceable provision shall be interpreted to be only so broad as is valid and enforceable.

17. Successors. This letter agreement shall inure to the benefit of, and be enforceable by, the Parties and their respective successors and permitted assigns.

18. Term. This letter agreement will terminate two (2) years after the date hereof.

[Signature Page Follows]

Please confirm your agreement with the foregoing by having a duly authorized officer of your organization sign and return one copy of this letter to the undersigned, whereupon this letter agreement shall become a binding agreement.

Very truly yours,

GREEN DOT CORPORATION

By: /s/ Amy Pugh

Name: Amy Pugh

Title: General Counsel

[Signature Page to Non-Disclosure Agreement]

CONFIRMED AND AGREED
as of the date first written above:

STEEL SERVICES LTD.

By: /s/ Joseph Martin
Name: Joseph Martin
Title: Chief Legal Officer

[Signature Page to Non-Disclosure Agreement]