

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

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 of 15(d) of
the Securities Exchange Act of 1934

Date of Report (Date of Earliest Event Reported):
October 17, 2022 (October 14, 2022)

Green Dot Corporation
(Exact Name of Registrant as Specified in its Charter)

Delaware

(State or Other Jurisdiction of Incorporation)

001-34819

(Commission File Number)

95-4766827

(IRS Employer Identification No.)

**114 W 7th Street, Suite 240
Austin, Texas 78701**

(Address of Principal Executive Offices)

(626) 765-2000

(Registrant's Telephone Number, Including Area Code)

Not Applicable

(Former Name or Former Address, If Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each Class:	Trading Symbol(s):	Name of each exchange on which registered:
Class A Common Stock, \$0.001 par value	GDOT	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter):

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 2.02 Results of Operations and Financial Condition.

On October 17, 2022, Green Dot Corporation (the “Company”) issued a press release including an update to the Company’s expectations for its preliminary financial results for Q3 2022. A copy of the press release is attached as Exhibit 99.1 and is incorporated herein by reference. The information included in this Current Report on Form 8-K under this Item 2.02 (including Exhibit 99.1) shall not be deemed “filed” for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference into any filing made by the Company under the Exchange Act or the Securities Act of 1933, as amended, except as expressly set forth by specific reference in such a filing.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Effective October 14, 2022, the Board of Directors (the “Board”) of the Company appointed George Gresham, who has served as the Company’s Chief Financial and Operating Officer and as a member of the Board since October 2021, as Chief Executive Officer and President of the Company. On the same date, Dan R. Henry was terminated as Chief Executive Officer and President of the Company and resigned as a member of the Board. Mr. Gresham will continue to serve as a member of the Board.

Mr. Gresham, age 55, has served as the Company’s Chief Financial and Operating Officer and as a member of the Board since October 2021. Mr. Gresham previously served on the Company’s Board of Directors from May 2016 to May 2019. Mr. Gresham also previously served on the board of directors of EML Payments (EML.AX), an Australian payment solutions provider from April 2020 to August 2021 and on the board of directors and as Chairman of the Audit Committee of BluePay, Inc., a provider of technology-enabled merchant processing services, from July 2013 to November 2017. He also served on the board of directors and as Chairman of the Audit Committee of SterlingBackcheck, Inc. from November 2014 to June 2015; as the Chief Financial Officer and Executive Vice President of NetSpend Holdings, Inc. from May 2010 through June 2013; as Chief Financial Officer and Executive Vice President of Global Cash Access, Inc. from February 2008 to May 2010; as Chief Financial Officer, Chief Administrative Officer and Executive Vice President of eFunds Corporation from May 2002 to October 2007; and in various roles at Deloitte LLP from 1991 to 2002. From July 2013 to October 2021, Mr. Gresham served as owner and Chief Executive Officer of Granite Reef Advisers, Inc., an advisory firm focused on providing third-party assistance in acquisition target evaluation and execution, and as a director from May 2016 until May 2019. Since March 2017, Mr. Gresham has served as Co-Founder and as a member of the board of directors of Dama Technologies. Mr. Gresham holds a B.S. in accountancy from Northern Arizona University and an M.B.A. from the Thunderbird School of Global Management. Mr. Gresham will continue to serve as Chief Financial and Operating Officer on an interim basis until a successor is appointed.

On October 16, 2022, the Company entered into an amended and restated employment agreement (the “Employment Agreement”) with Mr. Gresham in connection with his appointment as Chief Executive Officer and President (effective as of October 14, 2022) that is substantially similar to his prior employment agreement entered into as of October 21, 2021, with the following adjustments to his compensation due to his promotion: (i) an annual base salary of \$800,000; (ii) an adjustment to his 2022 target bonus opportunity to reflect his increased annual base salary for the period from and after October 14, 2022; (iii) a 2023 annual equity incentive award opportunity with a grant date value of \$7 million; and (iv) a promotional award of restricted stock units (the “Promotion RSUs”) with a grant date value of \$2 million, vesting in three equal annual installments subject to his continued service. Similar to his prior agreement, if Mr. Gresham’s employment is terminated by the Company without “cause” or by Mr. Gresham for “good reason”, subject to his execution of a release of claims, he will be entitled to the following: (i) a prorated target bonus for the year of termination; (ii) a payment equal to one times (or, if such termination of employment occurs in connection with a corporate transaction, one and one-half times) the sum of his base salary plus target bonus opportunity; (iii) a payment equal to 12 months (or, if such termination occurs in connection with a corporate transaction, 24 months) of COBRA premiums; (iv) vesting of the portion of the Promotion RSUs that would have become vested by the end of the 12-month period after such termination, calculated as if such RSUs vested monthly (or, if such termination occurs in connection with a corporate transaction, full vesting of such RSUs); and (v) prorated vesting of the 2023 annual equity incentive award (or, if such termination occurs in connection with a corporate transaction, full vesting).

The foregoing description of the Employment Agreement is qualified in its entirety by the terms of such agreement, which is filed as Exhibit 10.1 hereto and incorporated herein by reference.

In connection with his termination of employment with the Company, Mr. Henry will be entitled to the payments and benefits payable upon a termination without cause pursuant to the terms and subject to the conditions of his Employment Agreement, dated as of March 24, 2020, by and between the Company and Mr. Henry, a copy of which is filed as Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the U.S. Securities and Exchange Commission (the "SEC") on March 30, 2020, and is incorporated herein by reference.

Item 7.01. Regulation FD Disclosure.

On October 17, 2022, the Company issued a press release relating to the matters described above in Items 2.02 and 5.02. A copy of the press release is attached as Exhibit 99.1 and is incorporated herein by reference. The information included in this Current Report on Form 8-K under this Item 7.01 (including Exhibit 99.1) shall not be deemed "filed" for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference into any filing made by the Company under the Exchange Act or the Securities Act of 1933, as amended, except as expressly set forth by specific reference in such a filing.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Description of Exhibits
10.1	Amended and Restated Employment Agreement, dated October 16, 2022, between Green Dot Corporation and George Gresham
99.1	Press Release dated October 17, 2022
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

Forward-Looking Statements

This communication contains forward-looking statements, which are subject to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. These statements include, among other things, statements regarding future events that involve risks and uncertainties. Actual results may differ materially from those contained in the forward-looking statements contained in this communication, and reported results should not be considered as an indication of future performance. The potential risks and uncertainties that could cause actual results to differ from those projected include, among other things, the continuing impact of the COVID-19 pandemic on Green Dot's business, results of operations and financial condition, the effectiveness of Green Dot's measures taken in response to the COVID-19 pandemic, changes in general economic conditions in the United States and the U.S. government's response thereto, shifts in consumer behavior towards electronic payments, the impact of the U.S. presidential administration on, among other things, the regulation of financial institutions and corporate tax rates, the timing and impact of revenue growth activities, Green Dot's dependence on revenues derived from Walmart, the timing and impact of non-renewals or terminations of agreements with other large partners, impact of competition, Green Dot's reliance on retail distributors for the promotion of its products and services, demand for Green Dot's new and existing products and services, continued and improving returns from Green Dot's investments in strategic initiatives, potential difficulties in integrating operations of acquired entities and acquired technologies, Green Dot's ability to operate in a highly regulated environment, including with respect to any restrictions imposed on its business, changes to existing laws or regulations affecting Green Dot's operating methods or economics, Green Dot's reliance on third-party vendors, changes in credit card association or other network rules or standards, changes in card association and debit network fees or products or interchange rates, instances of fraud developments in the prepaid financial services industry that impact prepaid debit card usage generally, business interruption or systems failure, economic, political and other conditions may adversely affect trends in consumer spending and Green Dot's involvement in litigation or investigations. These and other risks are discussed in greater detail in Green Dot's SEC filings, including its most recent annual report on Form 10-K and quarterly report on Form 10-Q, which are available on Green Dot's investor relations website at ir.greendot.com and on the SEC website at www.sec.gov. All information provided in this communication is as of the date hereof, and Green Dot assumes no obligation to update this information as a result of future events or developments, except as required by law.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Green Dot Corporation

By: /s/ Amy Pugh

Amy Pugh
General Counsel

Date: October 17, 2022



October 14, 2022

By Electronic Mail

Mr. George Gresham

Dear George:

This letter agreement (this “**Agreement**”) amends and restates the Employment Agreement (the “**Prior Employment Agreement**”), dated as of October 21, 2021, by and between you and Green Dot Corporation (the “**Company**” or “**us**”) and sets forth the terms of your employment with the Company as President and Chief Executive Officer. Your service with the Company will be subject to the terms and conditions of this Agreement effective as of the date hereof (the “**Effective Date**”), and shall end on the fifth anniversary of the Effective Date, subject to the provisions of Section 8 below. During the Term of this Agreement, the Company will use its reasonable best efforts to have the Nominating and Corporate Governance Committee (the “**Nominating Committee**”) of the Company’s Board of Directors (the “**Board**”) renominate you to serve as a member of the Board each year that you are slated for reelection, unless or until you are not elected to the Board at any annual meeting of the Company’s stockholders.

1. Reporting; Place of Employment. Effective as of the Effective Date, you will report to the Board and will have such duties, responsibilities and authorities as are consistent with those of a chief executive officer of a company of similar size and nature as the Company. In addition, you will continue to serve as the Chief Financial Officer of the Company until such time as the Board appoints another Chief Financial Officer, and for the avoidance of doubt, your ceasing to serve as the Chief Financial Officer at such time shall not constitute grounds for Good Reason (including without limitation under prong (i) of the Good Reason definition) or a termination of your employment for any purpose. The Company is headquartered in Austin, Texas, but you will be permitted to work remotely within the United States, subject to any business travel as necessary or appropriate to fulfill your responsibilities.

2. Base Salary. As of the Effective Date, your annual base salary (your “**Base Salary**”) will be equal to \$800,000.00 on an annualized basis, less applicable withholdings, payable in accordance with the Company’s normal payroll practices. Your Base Salary shall be eligible for consideration, on an annual basis, for increase (but not decrease) by the Board or its compensation committee (the “**Compensation Committee**”). You shall not be eligible to receive fees, further equity grants or other compensation paid to the Company’s non-employee directors for Board service.

3. **Bonus Plan Participation.** In addition to your Base Salary, you will be eligible to participate in the Company's annual Executive Officer Incentive Bonus Plan (the "**Bonus Plan**"), under which your annual target bonus will be equal to 125% of Base Salary (your "**Target Bonus**"); provided that, notwithstanding the foregoing, your target bonus under the Bonus Plan for 2022 will be equal to the sum of (i) your target bonus prior to the Effective Date (i.e., \$812,500) multiplied by a fraction, the numerator of which is the number of days elapsed in 2022 through the date immediately preceding the Effective Date (i.e., 286) and the denominator of which is 365, and (ii) your target bonus from and following the Effective Date (i.e., \$1,000,000) multiplied by a fraction, the numerator of which is the number of days remaining in 2022 from and including the Effective Date (i.e., 79) and the denominator of which is 365. Actual bonus amounts will be based upon your and the Company's achievement of pre-established performance metrics and deliverables. Depending on your and the Company's achievement of such metrics and deliverables, you can earn 0 to 200% of your Target Bonus. The performance metrics and deliverables, performance-based payment ranges (both minimum and maximum) for you and similarly-ranked executives, and the actual bonus amount awarded, if any, will be determined under, and subject to all the terms, conditions and restrictions of, the Bonus Plan, as amended from time to time, by the Board or the Compensation Committee. Any annual bonus amount earned under the Bonus Plan shall be paid at such time as annual bonuses are otherwise paid under the Bonus Plan, which payment will in no event occur later than March 15 of the calendar year following the year in respect of which the bonus is earned.

4. **Company Equity Awards.**

(a) **Promotional Award.** Subject to the approval of the Compensation Committee, on October 17, 2022 (the "**Grant Date**"), you will be awarded restricted stock units with a grant date fair value of \$2,000,000 (the "**Promotional RSUs**"), with the number of shares of Company common stock subject to such Promotional RSUs to be determined based on the closing stock price of the Company common stock on the Grant Date. The Promotional RSUs will vest in three (3) equal annual installments on each of the first three (3) anniversaries of the Grant Date, subject to your continued employment with the Company on each applicable vesting date except as otherwise provided in Section 10 herein, and have such other terms as determined by the Compensation Committee at the time of grant.

(b) **Annual Equity Awards.**

(i) Subject to the approval of the Compensation Committee, at the first regularly scheduled meeting of the Compensation Committee in 2023 when annual equity awards are granted to other senior executives of the Company, you will receive an annual equity award of restricted stock units with a grant date fair value of \$7,000,000, (i) 25% of which will be subject to service-based vesting conditions (the "**2023 Annual Time-Vesting RSUs**"), with such 2023 Annual Time-Vesting RSUs vesting in three (3) equal annual installments on each of the first three (3) anniversaries of the grant date, subject to your continued employment with the Company on each applicable vesting date, and (ii) 75% of which will be subject to both service- and performance-based vesting conditions (the "**2023 Annual PSUs**"), with performance criteria, vesting schedule and such other terms as determined by the Compensation Committee at the time of grant, and provided that performance criteria shall be consistent with those applicable to 2023 annual performance-vesting restricted stock unit awards made to other named executive officers of the Company. Upon a termination of your employment by the Company without Cause or by you for Good Reason, subject to your satisfaction of the Release requirement set forth in Section 10(c), a prorated portion of then outstanding 2023 Annual Time-Vesting RSUs based on the number of months elapsed from the grant date to the Termination Date relative to the total number of months in the vesting period (the "**Prorated Portion**") will vest (to the extent not already vested by the Termination Date); provided that if such termination occurs during a Corporate Transaction Period, then outstanding 2023 Annual Time-Vesting RSUs will fully vest upon the Termination Date (to the extent not already vested by such date), except that if such termination occurs during the sixty (60)-day period immediately prior to a Corporate Transaction, only the Prorated Portion of then outstanding 2023 Annual Time-Vesting RSUs will vest upon the Termination Date, with any remaining portion of such 2023 Annual Time-Vesting RSUs to remain outstanding and vest, if at all, upon the occurrence of such Corporate Transaction. The terms of the 2023 Annual PSUs will provide that, upon a termination of your employment by the Company without Cause or by you for Good Reason, the vesting of any then outstanding 2023 Annual PSUs will accelerate *pro rata* in the manner determined by the Compensation Committee, and for double-trigger change in control termination protection in the manner determined by the Compensation Committee.

(ii) Beginning in 2024, you will be eligible to receive such annual equity awards, in such forms and in such amounts, as are, in the sole discretion of the Compensation Committee (and taking into account your total target direct compensation opportunities), competitive with those annual equity awards received by other similarly situated chief executive officers of companies within the Company peer group as shall be identified in the Company's annual proxy statement from time to time.

5. **Benefits.** You will be entitled to participate in the employee benefit plans maintained by the Company, which are subject to change, and available to other senior executives of the Company on applicable terms and conditions of those plans. This will include health, dental and vision coverage, plus participation in other plans currently maintained by the Company or which may become available to Company employees from time to time. You are also subject to the Company's unlimited vacation policy.

6. **Indemnification and Insurance.** The Company will indemnify you with respect to activities in connection with your employment hereunder under the indemnification and insurance provision of the Company's bylaws and the Indemnity Agreement previously entered into by and between you and the Company. You will also continue to be named as an insured on the director and officer liability insurance policy currently maintained, or as may be maintained from time to time, by the Company.

7. **No Other Benefits.** Except as expressly provided in this Agreement, the Company's 2010 Equity Incentive Plan (the "**Stock Plan**") or award agreements thereunder, or expressly required under applicable law, you shall not be entitled to receive any other payment, benefit or other form of compensation as a result of your employment or the termination thereof.

8. Term of Agreement; At-Will Employment Relationship; Resignation from Representational Capacities. You and the Company agree that you will be employed as President and Chief Executive Officer under the terms of this Agreement from the Effective Date until the fifth anniversary thereof (the “*Initial Term*”), which Initial Term shall be automatically extended for one additional year on such anniversary and on each subsequent anniversary thereof (the Initial Term and any extension thereof, as applicable, the “*Term*”), unless either party provides advance written notice of intention not to renew at least thirty (30) days prior to the applicable anniversary or unless terminated earlier in accordance with Section 9 or 10 below. Notwithstanding the foregoing, your employment with the Company is “at-will.” This means that you may resign at any time for any reason, with or without notice (except as otherwise provided in Section 9(b)(ii) below). Likewise, the Company may terminate your employment at any time, with or without cause or notice (except as otherwise provided in Section 9(b)(i) below). You hereby acknowledge and agree that upon your termination of employment with the Company for whatever reason, you shall be deemed to have, and shall have in fact, effectively resigned from all executive, director, offices, or other positions with the Company or its affiliates at the time of such termination of employment (including without limitation as a member of the Board).

9. Termination of Employment for Cause, by You without Good Reason or Death or Disability; Definitions.

(a) Upon termination of your employment (i) by the Company for Cause, (ii) by you for any reason other than Good Reason, or (iii) due to your death or Disability (as such term is defined under Section 409A of the Code), you shall not be entitled to payment of any then-unearned portion of the amounts provided under Sections 2 and 3 above and your outstanding equity awards, including without limitation the Promotional RSUs, 2023 Annual Time-Vesting RSUs, 2023 Annual PSUs and all equity awards granted under your Prior Employment Agreement shall be immediately canceled and forfeited as of the date of such termination.

(b) For purposes of this Agreement and Exhibit A attached to this Employment Agreement:

(i) the term “*Cause*” means any of the following: (i) your conviction of or plea of nolo contendere to a felony; (ii) an act by you which constitutes material gross misconduct in the performance of your obligations and duties hereunder; (iii) your material act of fraud against the Company or any of its affiliates; (iv) your theft or material misappropriation of property (including, without limitation, intellectual property) of the Company or its affiliates; (v) material breach by you of any confidentiality agreement with, or duties of confidentiality to, the Company or any of its affiliates that involves your wrongful disclosure of material confidential or proprietary information (including, without limitation, trade secrets or other intellectual property) of the Company or any of its affiliates, except that in the case of an event described in any of clauses (ii)-(v) above, the Company may only terminate your employment for Cause following (x) thirty (30) days advance written notice to you of the alleged “Cause” action or failure to act, (y)-a ten (10) business day period to cure such action or inaction, to the extent the Company determines in good faith that such act is curable and (z) the opportunity to be heard by the Company within such thirty (30)- or ten (10)- day period regarding such alleged action or failure to act;

(ii) the term “**Good Reason**” means the occurrence of one of any of the following events without your written consent: (i) the material diminution in your duties, responsibilities and authorities as Chief Executive Officer of the Company (including, after a Corporate Transaction, (A) your ceasing to remain the Chief Executive Officer of the acquiring entity or (B) the acquiring entity is not a public company); (ii) the material reduction in your annual rate of Base Salary; (iii) relocation of your primary work location to a location other than your place of residence; (iv) any material breach of any material term of this Agreement by the Company; or (v) the failure of the Nominating Committee to nominate you to serve as a member of the Board unless you have previously not been elected to the Board at an annual meeting of the Company’s stockholders (except that after a Corporate Transaction, Good Reason shall not be deemed to have occurred in the event you are no longer serving as a member of the Board); provided, however, that with respect to each of the foregoing, (x) you must within thirty (30) days after you first learn of its occurrence, deliver to the Company a written notice specifying the basis for your belief that you are entitled to terminate your employment for Good Reason, (y) you must give the Company an opportunity to cure any of the foregoing within thirty (30) days following delivery of such notice, and (z) provided that the Company has failed to cure any of the foregoing within such thirty (30)-day cure period, you must terminate your employment within thirty (30) days following expiration of such cure period; and

(iii) the term “**Corporate Transaction**” has the meaning set forth in the Stock Plan; and

(iv) the term “**Corporate Transaction Period**” means the period beginning sixty (60) days prior to, and ending on the second (2nd) anniversary of, the occurrence of a Corporate Transaction.

10. Termination by the Company Without Cause or by You for Good Reason. You acknowledge and agree that if, prior to the expiration of the Term, either (a) the Company terminates your employment without Cause or (b) you resign for Good Reason (the date of either of the foregoing, the “**Termination Date**”), then this Agreement will terminate and you will only be entitled to the payments and benefits set forth below.

(a) Upon the Termination Date, you will be entitled to (i) any then unpaid Base Salary set forth in Section 2 hereof and (ii) any earned bonus to which you are entitled under the terms of the Bonus Plan as set forth in Section 3 hereof for the year ending prior to the Termination Date that you have not yet received as of the Termination Date.

(b) Subject to your satisfaction of the Release requirement set forth in Section 10(c) below, you shall be entitled to the following:

(i) A payment, in full satisfaction of any bonus otherwise due under Section 3 above and the Bonus Plan in respect of the year in which the Termination Date occurs, of a prorated portion of the Target Bonus, with such proration based on the number of days of your employment hereunder between January 1 of such year through the Termination Date, relative to the number of days in such year;

(ii) A payment equal to the Base Salary (or if such termination occurs during a Corporate Transaction Period, a payment equal to 1.5 times the Base Salary);

(iii) A payment equal to the Target Bonus (or if such termination occurs during a Corporate Transaction Period, a payment equal to 1.5 times the Target Bonus);

(iv) Subject to your timely election of COBRA benefits, a payment equal to the product of (x) the monthly COBRA premium cost payable by you for group health insurance benefits at such time, and (y) twelve (12) months (or if such termination occurs during a Corporate Transaction Period, twenty-four (24) months); and

(v) Acceleration of the service vesting of then outstanding Promotional RSUs (if any) that otherwise would have become service-vested by the end of the twelve (12)-month period following the Termination Date (calculated as if such Promotional RSUs vest on a monthly basis over the remaining vesting period commencing from the last regularly scheduled vesting date prior to the Termination Date). Notwithstanding the foregoing, if such termination of employment occurs during a Corporate Transaction Period, then upon the later to occur of such termination and the Corporate Transaction, the service-vesting of any then outstanding Promotional RSUs shall be fully and immediately accelerated; provided that if such termination of employment occurs during the sixty (60)-day period immediately prior to a Corporate Transaction (such termination, a “***Pre-Corporate Transaction Termination***”), then upon such termination, the service-vesting of any then outstanding Promotional RSUs shall be accelerated to the extent provided in the first sentence of this Section 10(b)(v) (i.e., for the avoidance of doubt, as if such termination occurred outside any Corporate Transaction Period), with any remaining portion of such Promotional RSUs to remain outstanding and vest, if at all, upon the occurrence of such Corporate Transaction.

(vi) The equity award benefits applicable upon a termination as set forth in Section 4(b)(i) hereof with respect to 2023 Time-Vesting RSUs shall apply to such awards. The equity award benefits as provided in Section 10(b)(v) of the Prior Employment Agreement with respect to equity awards granted to you by the Company under the Prior Employment Agreement prior to the Effective Date shall continue to apply to such awards.

(c) As a condition to receiving the payments and benefits that are provided for in this Section 10(b) above, you must execute a written release, in substantially the form attached hereto as Exhibit A (the “**Release**”), which must become effective no later than the sixtieth (60th) day following the date of your Termination Date, and if not, you will forfeit any right to payments or benefits under this Agreement. To become effective, the Release must be executed by you and any revocation periods (as required by statute, regulation, or otherwise) must have expired without you having revoked the Release. In addition, in no event will any payments or benefits be paid or provided until the Release actually becomes effective and you may not execute the Release prior to the Termination Date. Subject to the foregoing and Section 18, all payments referenced in Section 10(b)(i), (ii), (iii) and (iv) and any equity awards that vest pursuant to Section 10(b)(v) shall be paid in a lump sum or settled on the eighth (8th) day following your Termination Date or the date the Release becomes effective, whichever is later (except that, in the case of a Pre-Corporate Transaction Termination, payments and benefits that are payable and equity awards that vest, in each case only upon the occurrence of a Corporate Transaction, under Section 10(b)(i)–(v) shall be paid in a lump sum or settled as soon as reasonably practicable following the occurrence of such Corporate Transaction); provided, however, that all such payments and the delivery of shares of common stock in settlement of such equity awards shall be paid or settled no later than March 15 of the calendar year following your Termination Date.

11. Confidential Information and Other Company Policies. You will be bound by and comply fully with the Company's insider trading policy, code of conduct, and any other policies and programs adopted by the Company regulating the behavior of its employees, as such policies and programs may be amended from time to time. In addition, you acknowledge and agree that you will continue to be bound by the Employee Inventions and Confidentiality Agreement (the "*Employee Inventions and Confidentiality Agreement*") previously entered into by and between you and the Company.

12. Conflicts of Interest. During the term of your employment with the Company, you will be expected to devote your full working time and attention to the business of the Company, and you will not render services to any other business without the prior approval of the Company; provided that you shall be permitted to serve on the board of directors of one (1) publicly traded company and one (1) private company, so long as such service does not otherwise violate the requirements set forth in this sentence and the remainder of this Section 12. You must not engage in any work, paid or unpaid, that creates an actual conflict of interest with the Company. Such work shall include, but is not limited to, directly or indirectly competing with the Company in any way, or acting as an officer, director, employee, consultant, stockholder, volunteer, lender, or agent of any business enterprise of the same nature as, or which is in direct competition with, the business in which the Company is now engaged or in which the Company becomes engaged during the term of your employment with the Company, as may be determined by the Company in its sole discretion. If the Company believes such a conflict exists during the Term of this Agreement, the Company may ask you to choose to discontinue the other work or resign employment with the Company, which resignation shall be treated as a resignation without Good Reason for all purposes.

13. Withholding. All sums payable to you hereunder will be reduced by all applicable federal, state, local and other withholding and similar taxes and payments required by applicable law.

14. Severability. If any term, covenant, condition or provision of this Agreement or the application thereof to any person or circumstance shall, at any time, or to any extent, be determined invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and shall be deemed valid and fully enforceable to the extent permitted by law.

15. Successors; Assignment. The rights and obligations of the Company under this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Company. Your rights and obligations hereunder are non-assignable. The Company may assign its rights and obligations to any entity in which the Company or an entity affiliated with the Company, has a majority ownership interest.

16. Notices. Notices and all other communications contemplated by this Agreement shall be in writing and shall be deemed to have been duly given when personally delivered or when mailed by U.S. registered or certified mail, return receipt requested and postage prepaid. Notices or other communication directed to you shall be addressed to your home address most recently communicated to the Company in writing. Notices or other communication directed to the Company shall be addressed to the Company's corporate headquarters and directed to the attention of the Company's General Counsel.

17. Entire Agreement. This Agreement, the agreements governing your Company equity awards, the Indemnity Agreement and the Employee Inventions and Confidentiality Agreement set forth the terms of your employment with the Company and supersede any prior representations or agreements, whether written or oral. This Agreement may not be modified or amended except by a written agreement signed by you and the Company.

18. Section 280G Parachute Payments. In the event that the severance and other benefits provided for in this Agreement or otherwise payable or provided to you constitute “parachute payments” within the meaning of Section 280G of the Internal Revenue Code, (the “*Code*”) then, unless the Company and you otherwise agree in writing, the determination of your excise tax liability and the amount required to be paid shall be made in writing by an accountant chosen by the Company, which shall be from one of the six largest national accounting firms (an “*Accountant*”). For purposes of its calculations, the Accountant may make reasonable assumptions and approximations concerning applicable taxes and may rely on interpretations of the Code for which there is a “substantial authority” tax reporting position. The Company and you shall furnish to the Accountant such information and documents as the Accountant may reasonably request in order to make its determinations. The Company shall bear all costs the Accountant may reasonably incur in connection with any calculations contemplated hereunder. The Accountants shall provide their calculations, together with detailed supporting documentation, to the Company and you within thirty (30) calendar days after the date on which the Accountants have been engaged to make such determinations or such other time as requested by the Company or you. Any good faith determinations of the Accountants made hereunder shall be final, binding and conclusive upon the Company and you. In the event the Company’s securities are Tradable, if any parachute payments will be subject to the excise taxes under Section 4999 of the Code, then the parachute payments will be payable to you either in full or in such lesser amounts as would result, after taking into account the applicable federal, state and local income taxes and the excise tax imposed by Section 4999, on your receipt on an after-tax basis of the greatest amount of payments and other benefits, by reducing payments in the following order: first a pro rata reduction of (i) cash payments subject to Section 409A of the Code as deferred compensation and (ii) cash payments not subject to Section 409A of the Code, and second a pro rata cancellation of (i) equity award compensation subject to Section 409A of the Code as deferred compensation and (ii) equity award compensation not subject to Section 409A of the Code. In the event that acceleration of vesting of equity award compensation is to be reduced, such acceleration of vesting shall be cancelled in the reverse order of the date of grant. “*Tradable*” means “readily tradable on an established securities market or otherwise,” as described in Section 1.280G-1, Q/A-6 of the Treasury Regulations under Section 280G of the Code. For the avoidance of doubt, all excise tax liabilities under Section 4999 of the Code shall remain your sole responsibility and you shall not be entitled to any excise tax gross-up.

19. Section 409A. To the extent (a) any payments to which you become entitled under this Agreement, or any agreement or plan referenced herein constitute deferred compensation subject to Section 409A of the Code and (b) you are deemed at the time of such termination of employment to be a “specified” employee under Section 409A of the Code, then such payment or payments will not be made or commence until the earlier of (i) the expiration of the six (6)-month period measured from the date of your separation from service and (ii) the date of your death following such separation from service; provided, however, that such deferral will be effected only to the extent required to avoid adverse tax treatment to you, including (without limitation) the additional twenty percent (20%) tax for which you would otherwise be liable under Section 409A(a)(1)(B) of the Code in the absence of such deferral. Upon the expiration of the applicable deferral period, any payments which would have otherwise been made during that period (whether in a single sum or in installments) in the absence of this paragraph will be paid to you or your beneficiary in one lump sum (without interest). No severance benefits to be paid or provided to you will be paid or otherwise provided until you have a “separation from service” within the meaning of Section 409A of the Code. For purposes of this Agreement, any reference to “termination,” “terminate,” “resign,” “resignation” or any similar term shall be construed to mean a “separation from service” within the meaning of Section 409A of the Code. To the extent required for compliance with Section 409A of the Code, in no event will a Corporate Transaction be deemed to have occurred if such transaction is not also a “change in the ownership or effective control of” the Company or “a change in the ownership of a substantial portion of the assets of” the Company as determined under Treasury Regulations Section 1.409A-3(i)(5) (without regard to any alternative definition thereunder). For the avoidance of doubt, to the extent that any reimbursements payable pursuant to this Agreement are subject to the provisions of Section 409A of the Internal Revenue Code, any such reimbursements payable pursuant to this Agreement shall be paid no later than December 31 of the year following the year in which the expense was incurred, the amount of expenses reimbursed in one year shall not affect the amount eligible for reimbursement in any subsequent year, and the right to reimbursement under this Agreement will not be subject to liquidation or exchange for another benefit. To the extent that any provision of this Agreement is ambiguous as to its exemption or compliance with Section 409A, the provision will be read in such a manner so that all payments hereunder are exempt from Section 409A to the maximum permissible extent, and for any payments where such construction is not tenable, that those payments comply with Section 409A to the maximum permissible extent. To the extent any payment under this Agreement may be classified as a “short-term deferral” within the meaning of Section 409A, such payment will be deemed a short-term deferral, even if it may also qualify for an exemption from Section 409A under another provision of Section 409A. Payments pursuant to this Agreement (or referenced in this Agreement) are intended to constitute separate payments for purposes of Section 1.409A-2(b)(2) of the regulations under Section 409A. Notwithstanding the foregoing, in the event the Company determines that any compensation or benefits payable under this Agreement may be subject to Section 409A, the Company will work in good faith with you to adopt such amendments to this Agreement, or to adopt such policies and procedures or take such other actions that the Company determines are necessary or appropriate, to avoid the imposition of taxes under Section 409A.

20. Choice of Law. This Agreement is made and entered into in the State of Texas, and shall in all respects be interpreted, enforced and governed by and under the laws of the State of Texas (but not including any choice of law rule thereof that would cause the laws of another jurisdiction to apply).

21. Arbitration and Class Action Waiver. To the extent permitted by applicable law, you and the Company agree to submit to mandatory binding arbitration any and all claims arising out of or related to your employment with the Company and the termination thereof, including, but not limited to, claims for unpaid wages, wrongful termination, torts, stock or stock options or other ownership interest in the Company, and/or discrimination (including harassment) based upon any federal, state or local ordinance, statute, regulation or constitutional provision, except that each party may, at its, his or her option, seek injunctive relief in court related to the improper use, disclosure or misappropriation of a party's private, proprietary, confidential or trade secret information (collectively, "**Arbitrable Claims**"). Further, to the fullest extent permitted by law, you and the Company agree that no class or collective actions can be asserted in arbitration or otherwise. All claims, whether in arbitration or otherwise, must be brought solely in your or the Company's individual capacity, and not as a plaintiff or class member in any purported class or collective proceeding.

SUBJECT TO THE ABOVE PROVISIO, THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRIAL BY JURY IN REGARD TO ARBITRABLE CLAIMS. THE PARTIES FURTHER WAIVE ANY RIGHTS THEY MAY HAVE TO PURSUE OR PARTICIPATE IN A CLASS OR COLLECTIVE ACTION PERTAINING TO ANY ARBITRABLE CLAIMS BETWEEN YOU AND THE COMPANY.

This Agreement does not restrict your right to file administrative claims you may bring before any government agency where, as a matter of law, the parties may not restrict your ability to file such claims (including, but not limited to, the National Labor Relations Board, the Equal Employment Opportunity Commission and the Department of Labor). However, the parties agree that, to the fullest extent permitted by law, arbitration shall be the exclusive remedy for the subject matter of such administrative claims. The arbitration shall be conducted in Austin, Texas through JAMS before a single neutral arbitrator, in accordance with the JAMS employment arbitration rules then in effect. The JAMS rules may be found and reviewed at <http://www.jamsadr.com/rules-employment-arbitration>. If you are unable to access these rules, please let the Company know and the Company will provide you with a hardcopy. The arbitrator shall issue a written decision that contains the essential findings and conclusions on which the decision is based. In the event of arbitration relating to this Agreement or your service with the Company, each of you and the Company will bear its own costs, including, without limitation, attorneys' fees.

22. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

[SIGNATURE PAGE TO EMPLOYMENT AGREEMENT FOLLOWS]

To indicate your acceptance of this Agreement, please sign and date this Agreement in the space provided below and return it via scanned email to me, and retain a copy of your original signature.

Sincerely,

/s/ Amy Pugh

Amy Pugh
General Counsel

ACCEPTANCE:

I have read the foregoing Agreement and agree with the terms and conditions as set forth herein.

/s/ George Gresham

George Gresham

DATE: October 16, 2022

[SIGNATURE PAGE TO EMPLOYMENT AGREEMENT]

GENERAL RELEASE OF CLAIMS

This General Release of Claims (the “**Release**”) is entered into as of [●], by and between George Gresham (“**you**”) and Green Dot Corporation (the “**Company**”), collectively referred to herein as the “**Parties**”. Capitalized terms used herein, but not defined herein, will have the meanings ascribed to them in the Employment Agreement that you entered into with the Company dated October 14, 2022 (the “**Employment Agreement**”).

WHEREAS, you have been providing services to the Company as its President and Chief Executive Officer pursuant to your Employment Agreement;

WHEREAS, the Company wishes to receive from you a general release of all claims against the Company in consideration for you receiving the termination benefits set forth in the Employment Agreement;

WHEREAS, the Parties, and each of them, wish to resolve any and all disputes, claims, complaints, grievances, charges, actions, petitions and demands that you may have against the Company as defined herein, including, but not limited to, any and all claims arising or in any way related to your employment or service with, or separation from, as applicable, the Company, and you and the Company desire to embody in this Release the terms, conditions and benefits to be provided in connection with your termination of employment or service with the Company;

NOW THEREFORE, in consideration of the promises made herein, the Parties hereby agree as follows:

A. **Termination**

1. **Termination Date**. Your last day of employment with the Company was [●] (the “**Termination Date**”). The Company will pay to you all accrued but unpaid wages earned through the Termination Date, less all applicable withholdings and required deductions, on the Termination Date, regardless of whether you sign this Release.
2. **Consideration for Release**. Subject to your compliance with the terms and conditions of this Release, and provided you deliver to the Company this signed Release, do not revoke this Release and satisfy all conditions to make this Release effective, the Company will provide you with the payments and benefits set forth in the Employment Agreement as compensation for this Release.
3. **Employee Inventions and Confidentiality Agreement**. You acknowledge and agree that you continue to be bound by the Employee Invention Assignment and Confidentiality Agreement previously entered into by and between you and the Company.

B. Release

In consideration of the payments and benefits to be provided to you by the Company under the Employment Agreement, and in connection with your termination of employment under Section 10 of the Employment Agreement, by your signature below you agree to the following general release:

1. On behalf of yourself, your heirs, executors, administrators, successors, and assigns, you hereby fully and forever generally release and discharge the Company, its current, former and future parents, subsidiaries, affiliated companies, related entities, employee benefit plans, and their fiduciaries, predecessors, successors, officers, directors, shareholders, agents, employees and assigns (collectively, for purposes of this Section B, the "**Company**" or "**Released Parties**") from and against any and all actions, causes of action, controversies, debts, demands, injuries, harms, losses, damages, judgments, costs, expenses (including attorney's fees), interests, enforcements, liabilities, and claims of any type, nature, or description whatsoever, including whether or not previously asserted in any judicial or other proceeding, whether known or unknown, whether liquidated or unliquidated, whether matured or unmatured, whether actual or contingent, whether reported or unreported, whether sounding in contract, tort, statute, or common law, whether arising at law, in equity, or otherwise, accruing on, prior to, or through the date of your execution of this Release (the "**Released Claims**"). On behalf of yourself, your heirs, executors, administrators, successors, and assigns, you knowingly and voluntarily assume the risk that you may hereafter discover facts different from or in addition to those now known or believed to be true, and you expressly agree that this release shall be and remain effective and fully enforceable regardless of the discovery of such different or additional facts. On behalf of yourself, your heirs, executors, administrators, successors, and assigns, you agree, and hereby promise and covenant, not to bring any suit, claim, demand, action, cause of action, enforcement, or other proceeding against the Company pertaining to or relating in any way, directly or indirectly, to any Released Claims. This release shall not apply to the Parties' obligations set forth in this Agreement. Without limiting the foregoing, the claims subject to this Release include, but are not limited to, those relating to your employment with the Company and/or any predecessor to the Company and the termination of such employment. All such claims (including related attorneys' fees and costs) are barred without regard to whether those claims are based on any alleged breach of a duty arising in statute, contract, or tort. This expressly includes waiver and release of any rights and claims arising under any and all laws, rules, regulations, and ordinances, including, but not limited to: Title VII of the Civil Rights Act of 1964; the Older Workers Benefit Protection Act; the Americans With Disabilities Act; the Age Discrimination in Employment Act; the Fair Labor Standards Act; the National Labor Relations Act; the Family and Medical Leave Act; the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"); the Workers Adjustment and Retraining Notification Act; the Equal Pay Act of 1963; Chapter 21 of the Texas Labor Code; Chapter 61 of the Texas Labor Code; and any similar law of any other state or governmental entity.

This Release does not extend to, and has no effect upon, (i) any benefits that have accrued, and to which you have become vested or otherwise entitled to, under any employee benefit plan, program or policy sponsored or maintained by the Company, (ii) any rights under the Employment Agreement, or (iii) your right to indemnification by the Company, and continued coverage by the Company's director's and officer's liability insurance policy, which will, in each case, in all events continue to be at the same level as applicable to active officers and directors of the Company to any claim that arises after the date of this Release or to any right you may have to obtain contribution as permitted by law in the event of entry of judgment against you as a result of any act or failure to act for which the Company, or any of its subsidiaries or affiliates, and you are held jointly liable.

2. THE PARTIES EXPRESSLY, KNOWINGLY, AND VOLUNTARILY WAIVE ANY CLAIM OF FRAUD, FRAUDULENT INDUCEMENT, FRAUDULENT CONCEALMENT, FRAUD BY NONDISCLOSURE, STATUTORY FRAUD, OR COMMON-LAW FRAUD IN EXECUTING THIS AGREEMENT. THE PARTIES EXPRESSLY, KNOWINGLY, AND VOLUNTARILY DISCLAIM ANY RELIANCE ON ANY PROMISE, REPRESENTATION, STATEMENT, UNDERSTANDING, EXPECTATION, OR INDUCEMENT, WHETHER ORAL OR WRITTEN, BY ANY OTHER PARTY OR ITS REPRESENTATIVE, IN WAIVING SUCH CLAIMS. THE PARTIES ALSO ACKNOWLEDGE AND STIPULATE THAT IN EXECUTING THIS AGREEMENT THEY ARE NOT RELYING ON ANY REPRESENTATION BY ANY OTHER PARTY OR ITS/HIS AGENTS, REPRESENTATIVES OR ATTORNEYS WITH REGARD TO (1) FACTS UNDERLYING THE RELEASE, (2) THE SUBJECT MATTER OR EFFECT OF THIS AGREEMENT, OR (3) ANY OTHER FACTS OR ISSUES WHICH MIGHT BE DEEMED MATERIAL TO THE DECISION TO ENTER INTO THIS AGREEMENT, OTHER THAN AS SPECIFICALLY SET FORTH IN THIS AGREEMENT.

3. In understanding the terms of the Release and your rights, you have been advised to consult with an attorney of your choice prior to executing the Release. You understand that nothing in the Release will prohibit you from exercising legal rights that are, as a matter of law, not subject to waiver such as: (a) your rights under applicable workers' compensation laws; (b) your right, if any, to seek unemployment benefits; (c) your right to indemnity under any applicable state-law right to indemnity; and (d) your right to file a charge or complaint with a government agency such as but not limited to the Equal Employment Opportunity Commission, the National Labor Relations Board, the Department of Labor, the Texas Workforce Commission - Civil Rights Division, or other applicable governmental agency. Additionally, nothing in this Release precludes you from filing a claim or participating in any investigation or proceeding before any federal or state agency or governmental body. However, while you may file a claim or participate in any such proceeding, by signing this Release, you waive any right to bring a lawsuit against the Released Parties, and waive any right to any individual monetary recovery in any such proceeding or lawsuit; provided, however, nothing in this Release is intended to impede your ability to receive a monetary award from a government administered whistleblower-award program. Moreover, you will continue to be indemnified for your actions taken while employed by the Company to the same extent as other then-current or former directors and officers of the Company under the Company's Certificate of Incorporation and Bylaws and any director or officer indemnification agreement between you and the Company, if any, and you will continue to be covered by the Company's director's and officer's liability insurance policy as in effect from time to time to the same extent as other then-current or former directors and officers of the Company, each subject to the requirements of the laws of the State of Delaware and/or State of Texas, as applicable.

4. You understand and agree that the Company will not provide you with the payments and benefits under the Employment Agreement unless you execute the Release. You also understand that you have received or will receive, regardless of the execution of the Release, all wages owed to you together with any accrued but unused vacation pay, less applicable withholdings and deductions, earned through your Termination Date.

5. As part of your existing and continuing obligations to the Company, you have returned to the Company all Company documents (and all copies thereof) and other Company property that you have had in your possession at any time, including but not limited to the Company's files, notes, drawings, records, business plans and forecasts, financial information, specification, computer-recorded information, tangible property (including, but not limited to, computers, laptops, pagers, etc.), credit cards, entry cards, identification badges and keys; and any materials of any kind which contain or embody any proprietary or confidential information of the Company (and all reproductions thereof). You understand that, even if you did not sign the Release, you are still bound by any and all confidential/proprietary/trade secret information, non-disclosure and inventions assignment agreement(s) signed by you in connection with your employment with the Company, or with a predecessor or successor of the Company pursuant to the terms of such agreement(s). Notwithstanding the foregoing, you may retain, for so long as you provide consulting services to the Company as requested by the Company (such period, the "**Consulting Period**"), any company-provided cell phone or laptop in order to provide such services to the Company, but you agree to return such cell phone and laptop computer upon the termination or completion of the Consulting Period. In addition, the Company reserves the right to review and erase any Company confidential information that may be contained on the Company-provided cell phone and laptop computer.

6. You represent and warrant that you are the sole owner of all claims relating to your employment with the Company and/or with any predecessor of the Company, and that you have not assigned or transferred any claims relating to your employment to any other person or entity.

7. You agree to keep the payments and benefits provided hereunder and the provisions of this Release confidential and not to reveal its contents to anyone except your lawyer, your spouse or other immediate family member, and/or your financial consultant, or as required by legal process or applicable law (except to the extent this Release or the payments and benefits provided under the Employment Agreement, as applicable, have been made public other than by you in violation of this Release).

8. You understand and agree that the Release will not be construed at any time as an admission of liability or wrongdoing by either the Company or yourself.

9. You agree that you will not make any negative or disparaging statements or comments, either as fact or as opinion, about the Company, its employees, officers, directors, shareholders, vendors, products or services, business, technologies, market position or performance. The Company (including its subsidiaries and affiliates) will not make, and agrees to use its best efforts to cause the officers, directors, employees and spokespersons of the Company to refrain from making, any negative or disparaging statements or comments, either as fact or as opinion, about you (or authorizing any statements or comments to be reported as being attributed to the Company). Nothing in this paragraph will prohibit you or the Company from providing truthful information in response to a subpoena or other legal process.

10. You agree that you have had at least twenty-one (21) calendar days in which to consider whether to execute the Release, no one hurried you into executing the Release during that period, and no one coerced you into executing the Release. You understand that the offer of the payments and benefits hereunder and the Release will expire on the twenty-second (22nd) calendar day after your Termination Date if you have not accepted it by that time. You further understand that the Company's obligations under the Release will not become effective or enforceable until the eighth (8th) calendar day after the date you sign the Release provided that you have timely delivered it to Company (the "*Effective Date*") and that in the seven (7)-day period following the date you deliver a signed copy of the Release to Company you understand that you may revoke your acceptance of the Release. You understand that the payments and benefits under the Employment Agreement will become available to you after the Effective Date.

11. In executing the Release, you acknowledge that you have not relied upon any statement made by the Company, or any of its representatives or employees, with regard to the Release unless the representation is specifically included herein. Furthermore, the Release contains our entire understanding regarding eligibility for payments and benefits and supersedes any or all prior representation and agreement regarding the subject matter of the Release. However, the Release does not modify, amend or supersede written Company agreements that are consistent with enforceable provisions of this Release such as your proprietary information and invention assignment agreement, and any stock, stock option and/or stock purchase agreements between the Company and you. Once effective and enforceable, this Release can only be changed by another written agreement signed by you and an authorized representative of the Company.

C. **Miscellaneous**

1. **Severability.** If any term, covenant, condition or provision of this Release or the application thereof to any person or circumstance will, at any time, or to any extent, be determined invalid or unenforceable, the remaining provisions of this Release will not be affected thereby and will be deemed valid and fully enforceable to the extent permitted by law.

2. **Successors; Assignment.** The rights and obligations of the Company under this Release will inure to the benefit of and be binding upon the successors and assigns of the Company. Your rights and obligations hereunder are non-assignable. The Company may assign its rights and obligations to any entity in which the Company or an entity affiliated with the Company, has a majority ownership interest.

3. **Choice of Law.** This Release is made and entered into in the State of Texas, and will in all respects be interpreted, enforced and governed by and under the laws of the State of Texas (but not including any choice of law rule thereof that would cause the laws of another jurisdiction to apply).

4. **Counterparts.** This Release may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

[SIGNATURE PAGE TO GENERAL RELEASE OF CLAIMS FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Release on the respective dates set forth below.

Green Dot Corporation

DATE: _____

By: _____

Name: _____

Title: _____

DATE: _____

By: _____

George Gresham

[SIGNATURE PAGE TO GENERAL RELEASE OF CLAIMS]

Green Dot Corporation Appoints George Gresham as Chief Executive Officer and President

AUSTIN, Texas – October 17, 2022 – Green Dot Corporation (NYSE: GDOT), a digital bank and fintech powering consumers and businesses with seamless banking and payment tools, announced today that George Gresham, who has served as Green Dot’s Chief Financial and Operating Officer and as a member of the Board of Directors since October 2021, has been appointed as Chief Executive Officer and President, effective as of October 14, 2022. Mr. Gresham succeeds Dan R. Henry, who was terminated as Chief Executive Officer and President of Green Dot and resigned as a member of Green Dot’s Board of Directors, effective the same date. Mr. Gresham will continue to serve as a member of the Board.

Mr. Gresham has extensive leadership experience at Green Dot and significant operational and financial expertise. Most recently, Mr. Gresham has served as Green Dot’s Chief Financial and Operating Officer and as a member of Green Dot’s Board of Directors since October 2021. He also previously served on Green Dot’s Board of Directors from May 2016 to May 2019.

“I look forward to continuing to work closely with the Green Dot Board and management team to advance our objectives – enhancing shareholder value and building Green Dot into one of the leading fintech companies with a digital bank,” said Mr. Gresham. “Green Dot has market-leading capabilities and tremendous potential for further growth, and I am confident in our team’s ability to continue to innovate and provide our clients with sophisticated banking and payment solutions.”

“The Board is confident that George is the right person to lead Green Dot through its next phase of growth, and we are grateful to have a proven leader of George’s caliber and experience to step into the role of Chief Executive,” said William I Jacobs, Chairman of the Board of Directors. “As Green Dot’s Chief Financial and Operating Officer and a member of the Board, George has deep experience with Green Dot and its strategy and an appreciation for the strengths of its dedicated team members.”

A veteran payments and fintech executive, Mr. Gresham was Chief Financial Officer at NetSpend Holdings from 2010 to 2013; Chief Financial Officer and Executive Vice President at Global Cash Access (GCA Holdings, Inc.), a multinational, publicly traded payments company specializing in merchant payment processing solutions in the gaming industry, from 2008 to 2010; and Chief Financial Officer and Chief Administrative Officer at EFD (eFunds Corporation, which was ultimately sold to FIS) from 2002 through 2007. Mr. Gresham has also served on the Board of EML Payments, a multi-national provider of GPR, gift, payroll and other payment solutions, from April 2020 to August 2021. From July 2013 to October 2021, Mr. Gresham served as owner and Chief Executive Officer of Granite Reef Advisers, Inc., an advisory firm focused on providing third-party assistance in acquisition target evaluation and execution, and as a director from May 2016 until May 2019. Since March 2017, Mr. Gresham has served as Co-Founder and as a member of the board of directors of Dama Technologies. A graduate of Northern Arizona University with a Bachelor of Science in Accountancy, Gresham received his MBA at the Thunderbird School of Global Management in 2006.

Mr. Gresham will continue to serve as Chief Financial and Operating Officer on an interim basis until a successor is appointed.

Separately, Green Dot currently expects that its preliminary financial results for Q3 2022 will be at or near the high end of the guidance ranges it previously communicated in connection with its Q2 2022 earnings release on August 4, 2022.

About Green Dot

Green Dot Corporation (NYSE: GDOT) is a financial technology and bank holding company committed to giving all people the power to bank seamlessly, affordably, and with confidence. Green Dot’s technology platform enables it to build products and features that address the most pressing financial challenges of consumers and businesses, transforming the way they manage and move money and making financial empowerment more accessible for all.

Green Dot offers a broad set of financial services to consumers and businesses including debit, checking, credit, prepaid, and payroll cards, as well as robust money processing services, tax refunds, cash deposits and disbursements. Its digital bank GO2bank offers consumers simple and accessible mobile banking designed to help improve financial health over time. The company’s banking platform services (or “BaaS”) business enables a growing list of the world’s largest and most trusted consumer and technology brands to deploy customized, seamless, value-driven money management solutions for their customers.

Founded in 1999, Green Dot has powered more than 33 million accounts directly, and many millions more through its partners. The Green Dot Network of more than 90,000 retail distribution locations nationwide, more than all remaining bank branches in the U.S. combined, enables it to operate primarily as a “branchless bank.” Green Dot Bank is a subsidiary of Green Dot Corporation and member of the FDIC¹. For more information about Green Dot’s products and services, please visit www.greendot.com.

¹ Green Dot Bank also operates under the following registered trade names: GO2bank, GoBank and Bonneville Bank. All of these registered trade names are used by, and refer to, a single FDIC-insured bank, Green Dot Bank. Deposits under any of these trade names are deposits with Green Dot Bank and are aggregated for deposit insurance coverage up to the allowable limits.

Forward-Looking Statements

This communication contains forward-looking statements, which are subject to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. These statements include, among other things, statements regarding future events that involve risks and uncertainties. Actual results may differ materially from those contained in the forward-looking statements contained in this communication, and reported results should not be considered as an indication of future performance. The potential risks and uncertainties that could cause actual results to differ from those projected include, among other things, the continuing impact of the COVID-19 pandemic on Green Dot’s business, results of operations and financial condition, the effectiveness of Green Dot’s measures taken in response to the COVID-19 pandemic, changes in general economic conditions in the United States and the U.S. government’s response thereto, shifts in consumer behavior towards electronic payments, the impact of the U.S. presidential administration on, among other things, the regulation of financial institutions and corporate tax rates, the timing and impact of revenue growth activities, Green Dot’s dependence on revenues derived from Walmart, the timing and impact of non-renewals or terminations of agreements with other large partners, impact of competition, Green Dot’s reliance on retail distributors for the promotion of its products and services, demand for Green Dot’s new and existing products and services, continued and improving returns from Green Dot’s investments in strategic initiatives, potential difficulties in integrating operations of acquired entities and acquired technologies, Green Dot’s ability to operate in a highly regulated environment, including with respect to any restrictions imposed on its business, changes to existing laws or regulations affecting Green Dot’s operating methods or economics, Green Dot’s reliance on third-party vendors, changes in credit card association or other network rules or standards, changes in card association and debit network fees or products or interchange rates, instances of fraud developments in the prepaid financial services industry that impact prepaid debit card usage generally, business interruption or systems failure, economic,

political and other conditions may adversely affect trends in consumer spending and Green Dot's involvement in litigation or investigations. These and other risks are discussed in greater detail in Green Dot's Securities and Exchange Commission filings, including its most recent annual report on Form 10-K and quarterly report on Form 10-Q, which are available on Green Dot's investor relations website at ir.greendot.com and on the SEC website at www.sec.gov. All information provided in this communication is as of the date hereof, and Green Dot assumes no obligation to update this information as a result of future events or developments, except as required by law.

Investor Relations: IR@greendot.com

Media Relations: PR@greendotcorp.com