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

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of Earliest Event Reported): March 30, 2017

Green Dot Corporation

(Exact Name of the Registrant as Specified in Its Charter)

Delaware
(State or Other Jurisdiction of Incorporation)

001-34819	**95-4766827**
(Commission File Number)	*(IRS Employer Identification No.)*
3465 East Foothill Blvd **Pasadena, CA 91107**	**(626) 765-2000**
(Address of Principal Executive Offices)	*(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:

o Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

o Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

o Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2)

o Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

On March 30, 2017, the Compensation Committee (the “Committee”) of the Board of Directors of Green Dot Corporation (the “Company,” “we” and “our”) approved variable cash incentive and long-term equity incentive opportunities that are 100% performance-based, with no minimum guaranteed payout level. Consistent with the incentive compensation design approved by the Committee last year, the variable cash incentive opportunity is based on our annual revenue performance and the long-term equity incentive opportunity is based on our annual non-GAAP diluted earnings per share (“EPS”) performance or, in the case of our Chief Executive Officer, our total shareholder return (“TSR”) ranking as compared to the S&P SmallCap 600 for the period from January 1, 2017 to December 31, 2019.

Awards of Performance Based Cash Compensation for Executive Officers

On March 30, 2017, the Committee approved our 2017 Executive Officer Incentive Bonus Plan (the “Plan”), which is designed to reward designated executive officers with a cash bonus if the Company achieves specified annual revenue targets for 2017. The executive officer participants in the Plan, and their 2017 on-target bonus amounts under the Plan expressed as a percentage of their respective annual base salaries, are: Steven W. Streit, President and Chief Executive Officer - 100%; Mark L. Shifke, Chief Financial Officer - 100%; Kuan Archer, Chief Operating Officer - 80%; Mary J. Dent, Chief Executive Officer, Green Dot Bank - 100%: Brett Narlinger, Chief Revenue Officer - 100%; and John Ricci, General Counsel and Secretary - 65%.

Under the Plan, participants are eligible to receive one annual cash bonus, each in an amount based on the participant's full 2017 on-target bonus, for achievement of an annual goal for total operating revenues. The actual bonus payment is the on-target bonus amount multiplied by a percentage (which may be more or less than 100% but shall not exceed 150%) that varies depending upon achievement of the financial objective. No bonus shall be payable to the participant if the Company fails to achieve a pre-established minimum level for the financial objective.

Grants of Performance-Based Restricted Stock Units for Executive Officers

On March 30, 2017, the Committee approved grants of each of our executive officers of performance-based restricted stock units (“PSUs”) to acquire shares of the Company’s Class A common stock (“common stock”). PSUs were granted to executive officers for the following target number of shares of common stock at 100% achievement of the applicable performance metrics described below: 68,188 shares for Mr. Streit; 21,027 shares for Mr. Shifke; 21,027 shares for Mr. Archer; 13,217 shares for Ms. Dent; 18,624 shares for Mr. Narlinger; and 19,825 shares for Mr. Ricci. These awards were granted under the 2010 Equity Incentive Plan, as amended. The PSUs are subject to vesting and adjustment based on the achievement of specified performance metrics as set forth below.

Under Mr. Streit’s award, depending on the total shareholder return (“TSR”) ranking for the Company as compared to the S&P SmallCap 600 for the period from January 1, 2017 to December 31, 2019, 0% to 150% of the target shares will be eligible to be earned at the end of 2019. If the Company’s TSR ranking for the performance period does not exceed at least a pre-established minimum percentile of the S&P SmallCap 600, then no shares will be earned under his award and he will forfeit all shares under the award. The award shall vest, if at all, only following the end of the third year of the performance period (i.e., December 31, 2019), and Mr. Streit must be employed by the Company at the end of such period in order to vest in the award, subject to the terms of his employment letter agreement, dated September 16, 2017, the operative provisions of his executive severance agreement, dated April 28, 2010 and/or the Company’s Corporate Transaction Policy.

All of our other executive officers were awarded PSUs that, depending on the Company’s achievement of targeted non-GAAP EPS for 2017, 0% to 150% of the target shares will be earned, subject to time-based vesting conditions. If any target shares become earned in 2017 (“earned shares”) as a result of achievement of the non-GAAP EPS goal for fiscal 2017, then 25% of the earned shares shall vest on the date that the Committee determines the actual achievement of the non-GAAP EPS goal for fiscal 2016 and the remainder will vest in equal annual installments on the second, third and fourth anniversaries of the draft of grant. If the Company does not achieve at least a pre-established minimum level of non-GAAP EPS in 2017, then no shares will be earned under the participant’s award and all shares will be forfeited under the award. Subject to certain exceptions (including acceleration of vesting upon a change in control of the Company under the terms of the Corporate Transaction Policy), the award shall vest, if at all, only following the end of 2017, and the executive officer must be employed by the Company at the time of vesting for the award to vest.

The foregoing descriptions of the Plan and of the PSUs are qualified in their entirety by reference to the Plan and each form of PSU which are being filed as Exhibit 10.01, 10.02 and 10.03 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Number	**Description**
10.01	2017 Executive Officer Incentive Bonus Plan
10.02	2017-2019 Performance-based restricted stock units award agreement between the Registrant and Steven W. Streit.
10.03	Form of executive officer performance-based restricted stock units award agreement.

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/ John C. Ricci
John C. Ricci
General Counsel and Secretary

Date: April 5, 2017

Exhibit Index

Number	Description
10.01	2017 Executive Officer Incentive Bonus Plan
10.02	2017-2019 Performance-based restricted stock units award agreement between the Registrant and Steven W. Streit.
10.03	Form of executive officer performance-based restricted stock unit award agreement.

2017 Executive Officer Incentive Bonus Plan

Date:	March 30, 2017
To:	Executive Officers
From:	Compensation Committee, Board of Directors
Regarding:	Incentive Bonus Pay for 2017

This document outlines the incentive bonus plan for executive officers of Green Dot Corporation ("Green Dot") for 2017 (the "Plan"). For purposes of the Plan, "executive officer" means an executive officer of Green Dot who has been designated by the Committee (as defined below) as a participant in the Plan ("Participant").

The Compensation Committee (the "Committee") of Green Dot's Board of Directors (the "Board") will administer the Plan. Subject to the general purposes, terms and conditions of the Plan, the Committee shall have authority to implement and carry out the Plan, including authority to construe and interpret the Plan. All questions of interpretation or construction of the Plan shall be determined by the Committee. The Committee reserves the right at any time during the year to modify the Plan in total or in part. This Plan may be amended, suspended or terminated at any time at the sole and absolute discretion of the Committee.

In order to be eligible to participate in the Plan, a Participant must be (i) an employee 90 days before the close of the Bonus Period (as defined below) and (ii) employed at the time of payment.

<u>Executive Officer Incentive Bonus Plan</u>

Bonuses will be paid on an annual basis based upon Green Dot's achievement of Annual Revenue threshold, as set forth herein, which is measured as of the end of the Bonus Period. Bonuses will be paid soon after the Audit Committee of the Board has approved Green Dot's final 2017 financial statements, which should be during the first quarter of 2018. The following formula will be used to determine each executive officer's annual bonus payout.

Actual bonus paid = Base Salary x Target Bonus x Actual Payout Multiplier

Target Bonus

The target bonus is the target amount that a Participant is eligible to receive, stated as a percentage of base salary. For 2017, the Committee has established a target bonus amount for each Participant equal to a percentage of his or her 2017 base salary.

Achievement of Annual Revenue Milestones

For 2017, the amount of the bonus, if any, is based on the Annual Revenue milestones set forth in the table below. The Committee has established a target dollar amount of Annual Revenue for 2017 (“Target Revenue”) and communicated it to the Participant in connection herewith.

No bonus shall be payable if Green Dot fails to achieve the threshold level of Annual Revenue set forth in the table below (i.e., Annual Revenue must equal 97.278% of Target Revenue). The table below summarizes the performance and payout curve.

Annual Revenue Milestones as a % of Target Revenue	Payout Multiplier
<97.278%	0%
97.278%	50%
98.817%	75%
100.00%	100%
101.183%	125%
102.367%	150%

As illustrated in the table above, Participants can achieve 100% of their target bonus amount under this Plan if Green Dot’s Annual Revenue is 100% of Target Revenue for 2017. The minimum bonus payable is 50% of a Participant’s target bonus upon Green Dot achieving 97.278% of Target Revenue, and the maximum bonus payable is 150% of a Participant’s target bonus upon Green Dot achieving 102.367% of Target Revenue. For example, a Participant with a $250,000 annual base salary and 65% target bonus for 2017 would receive a bonus of $162,500 if Green Dot achieved 100% of Target Revenue ($250,000 (base salary) x 65% target bonus (% of base salary) x 100% (Payout Multiplier).

“Annual Revenue” means the amount of total operating revenue for the year ending December 31, 2017 reflected in Green Dot’s consolidated statements of operations less the impact of stock-based retailer incentive compensation expense and other non-recurring items. The Committee shall establish the Annual Revenue target and communicate it to Participants.

“Base Salary” means the base pay earned during the performance cycle, January 1, 2017 through December 31, 2017. It includes those items considered part of base salary, including retroactive pay, vacation pay, sick pay and holiday pay. It does not include any stock-based compensation earnings.

“Bonus Period” means the period of time from January 1, 2017 to December 31, 2017.

“Payout Multiplier” means the percentage set forth in the table above based on Green Dot’s achievement of Annual Revenue.

Recoupment
In the event that (i) achievement of the Annual Revenue metric under the Plan is based on financial results that were subsequently the subject of a substantial restatement of Green Dot financial statements filed with the Securities and Exchange Commission and (ii) a Participant's fraud or intentional illegal conduct materially contributed to such financial restatement, then, in addition to any other remedies available to Green Dot under applicable law, to the extent permitted by law and as the Board of Directors, in its sole discretion, determines appropriate, Green Dot may require recoupment of all or a portion of any after-tax portion of any bonus paid to such participant under the Plan, less compensation that would have been earned by the individual based upon the restated financial results. Notwithstanding the foregoing, Green Dot may, in its sole discretion, implement any recoupment or clawback policies or make any changes to any of its existing recoupment or clawback policies, as Green Dot deems necessary or advisable in order to comply with applicable law or regulatory guidance (including, without limitation, the Dodd-Frank Wall Street Reform and Consumer Protection Act)

General
Nothing contained herein shall be construed as conferring upon any participant the right to continue in the employ of Green Dot as an employee and employment with Green Dot is employment at-will, terminable by either party at any time for any reason.

The Plan shall be binding upon and inure to the benefit of Green Dot, its successors and assigns and, with respect to any earned but unpaid bonus, to the participant and his or her heirs, executors, administrators and legal representatives. The Plan shall be construed in accordance with and governed by the laws of the State of California.

No amounts payable under the Plan shall be funded, set aside or otherwise segregated prior to payment. The obligation to pay bonus amounts shall at all times be an unfunded and unsecured obligation of Green Dot, and Green Dot shall not be required to incur indebtedness to fund any bonus amounts under the Plan unless otherwise directed to do so by the Committee. Participants shall have the status of general creditors. The Plan is not qualified under Section 401(a) of the Internal Revenue Code of 1986, as amended, and is not subject to any provisions of the Employee Retirement Income Security Act of 1974.

Any questions regarding this Plan should be directed to Green Dot's Compensation Committee of the Board of Directors.

Exhibit 10.02

GREEN DOT CORPORATION
2010 EQUITY INCENTIVE PLAN
NOTICE OF PERFORMANCE- BASED RESTRICTED STOCK UNIT AWARD
GRANT NUMBER: __________

Unless otherwise defined herein, the terms defined in the Green Dot Corporation (the "***Company***") 2010 Equity Incentive Plan (the "***Plan***") shall have the same meanings in this Notice of Restricted Stock Unit Award (the "***Notice***").

Name: Steven W. Streit

Address: c/o Green Dot Corporation, 3465 E. Foothill Blvd., Pasadena, CA 91107

You ("***Participant***") have been granted an award of Restricted Stock Units ("***RSUs***") under the Plan subject to the terms and conditions of the Plan, this Notice and the attached Award Agreement (Restricted Stock Units) (hereinafter "***RSU Agreement***").

Number of RSUs:	
(maximum and target)	102,282 (68,188 at target)
Date of Grant:	March 30, 2017
Vesting Commencement Date:	N/A
Expiration Date:	The date on which settlement of all RSUs granted hereunder occurs, with earlier expiration upon the Termination Date
Vesting Schedule:	Subject to the limitations set forth in this Notice, the Plan and the RSU Agreement, the RSUs will vest in accordance with the schedule set forth on Exhibit A based on performance during the period beginning January 1, 2017 and ending December 31, 2019.

You understand that your employment or consulting relationship or service with the Company is for an unspecified duration, can be terminated at any time (i.e., is "at-will"), and that nothing in this Notice, the RSU Agreement or the Plan changes the at-will nature of that relationship. You acknowledge that the vesting of the RSUs pursuant to this Notice is earned only by continuing service as an Employee, Director or Consultant of the Company. You also understand that this Notice is subject to the terms and conditions of both the RSU Agreement and the Plan, both of which are incorporated herein by reference. Participant has read both the RSU Agreement and the Plan.

PARTICIPANT **GREEN DOT CORPORATION**

Signature: __ By:__

Print Name: Steven W. Streit Its: __

GREEN DOT CORPORATION
AWARD AGREEMENT (RESTRICTED STOCK UNITS) TO THE
2010 EQUITY INCENTIVE PLAN

Unless otherwise defined herein, the terms defined in the Green Dot Corporation (the "***Company***") 2010 Equity Incentive Plan (the "***Plan***") shall have the same defined meanings in this Award Agreement (Restricted Stock Units) (the "***Agreement***").

You have been granted Restricted Stock Units ("***RSUs***") subject to the terms, restrictions and conditions of the Plan, the Notice of Restricted Stock Unit Award (the "***Notice***") and this Agreement.

1. **Settlement.** Settlement of RSUs shall be made (i) within 30 days following the applicable date of vesting under the vesting schedule set forth in the Notice or (ii) by March 15th of the year following the year to which the performance period relates. Settlement of RSUs shall be in Shares.

2. **No Stockholder Rights.** Unless and until such time as Shares are issued in settlement of vested RSUs, Participant shall have no ownership of the Shares allocated to the RSUs and shall have no right dividends or to vote such Shares.

3. **Dividend Equivalents.** Dividends, if any (whether in cash or Shares), shall not be credited to Participant.

4. **No Transfer.** The RSUs and any interest therein shall not be sold, assigned, transferred, pledged, hypothecated, or otherwise disposed of.

5. **Termination.** If Participant's service Terminates for any reason, all unvested RSUs shall be forfeited to the Company forthwith, and all rights of Participant to such RSUs shall immediately terminate. In case of any dispute as to whether Termination has occurred, the Committee shall have sole discretion to determine whether such Termination has occurred and the effective date of such Termination.

6. U.S. Tax Consequences. Participant acknowledges that there will be tax consequences upon settlement of the RSUs or disposition of the Shares, if any, received in connection therewith, and Participant should consult a tax adviser regarding Participant's tax obligations prior to such settlement or disposition. Upon vesting of the RSU, Participant will include in income the fair market value of the Shares subject to the RSU. The included amount will be treated as ordinary income by Participant and will be subject to withholding by the Company when required by applicable law. Upon disposition of the Shares, any subsequent increase or decrease in value will be treated as short-term or long-term capital gain or loss, depending on whether the Shares are held for more than one year from the date of settlement. Further, an RSU may be considered a deferral of compensation that may be subject to Section 409A of the Code. Section 409A of the Code imposes special rules to the timing of making and effecting certain amendments of this RSU with respect to distribution of any deferred compensation. You should consult your personal tax advisor for more information on the actual and potential tax consequences of this RSU.

7. Acknowledgement. The Company and Participant agree that the RSUs are granted under and governed by the Notice, this Agreement and the provisions of the Plan. Participant: (i) acknowledges receipt of a copy of the Plan and the Plan prospectus, (ii) represents that Participant has carefully read and is familiar with their provisions, and (iii) hereby accepts the RSUs subject to all of the terms and conditions set forth herein and those set forth in the Plan and the Notice.

8. Entire Agreement; Enforcement of Rights. This Agreement, the Plan and the Notice constitute the entire agreement and understanding of the parties relating to the subject matter herein and supersede all prior discussions between them. Any prior agreements, commitments or negotiations concerning the purchase of the Shares hereunder are superseded. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing and signed by the parties to this Agreement. The failure by either party to enforce any rights under this Agreement shall not be construed as a waiver of any rights of such party.

9. Compliance with Laws and Regulations. The issuance of Shares will be subject to and conditioned upon compliance by the Company and Participant with all applicable state and federal laws and regulations and with all applicable requirements of any stock exchange or automated quotation system on which the Company's Common Stock may be listed or quoted at the time of such issuance or transfer.

10. Governing Law; Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of this Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of this Agreement shall be enforceable in accordance with its terms. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of California, without giving effect to principles of conflicts of law.

11. Recoupment. This Policy is subject to the terms and conditions of the Compensation Recovery Policy adopted by the Committee in April 2017 and any of the Company's other applicable recoupment or clawback policies (as previously adopted, and as may be amended or restated from time to time). Notwithstanding the foregoing, the Company may, in its sole discretion, implement any recoupment or clawback policies or make any changes to any of the Company's existing recoupment or clawback policies, as the Company deems necessary or advisable in order to comply with applicable law or regulatory guidance (including, without limitation, the Dodd-Frank Wall Street Reform and Consumer Protection Act).

12. No Rights as Employee, Director or Consultant. Nothing in this Agreement shall affect in any manner whatsoever the right or power of the Company, or a Parent or Subsidiary of the Company, to terminate Participant's service, for any reason, with or without cause.

By your signature and the signature of the Company's representative on the Notice, Participant and the Company agree that this RSU is granted under and governed by the terms and conditions of the Plan, the Notice and this Agreement. Participant has reviewed the Plan, the Notice and this Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Agreement, and fully understands all provisions of the Plan, the Notice and this Agreement. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Committee upon any questions relating to the Plan, the Notice and this Agreement. Participant further agrees to notify the Company upon any change in Participant's residence address.

Exhibit A

Vesting Schedule
Performance-Based Restricted Stock Unit ("***PRSU***") Grant
Steven W. Streit PSU Grant, dated March 30, 2017

Terms not otherwise defined in this Exhibit A shall have the meaning ascribed to them in the Plan or the form of agreement underlying each PRSU grant, as applicable.

You can earn the PRSUs based on the Company's performance in achieving relative total shareholder return ("TSR") over a three-year period, January 1, 2017 to December 31, 2019, with relative TSR being measured at the end of year three (with such measurements being years one through three for the measurement period, with such three-year period described as the Vesting Schedule in the Notice of Grant and hereafter referred to as the "Performance Period"). Determination of relative TSR at the end of the Performance Period will be made by the Company's Compensation Committee (with such determination to be made not later than March 15 of the year following the last year of the Performance Period).

The Shares subject to the PRSU shall be earned and vest at end of the third year of the Performance Period and will range from 0% to 150% of the Target Long Term Incentive Grant as follows: 0% if relative TSR performance is below the threshold level, 50% if relative TSR performance is at the threshold level, 100% if relative TSR performance is at target and 150% if relative TSR performance is at or above the maximum level. For relative TSR performance between the threshold level and the maximum level, a proportionate fraction of the Target Long Term Incentive Grant between 50% and 150% will be applied based on performance between threshold and maximum levels.

Your earned PRSU award (if any) shall be equal to the Target Long Term Incentive Grant multiplied by the relative TSR factor for the Performance Period after completion thereof, as reviewed and approved by the Committee. The TSR factor will be as follows based on the Company’s three-year performance (with TSR measurements being made at the end of the third year of the Performance Period, measuring years one through three) as measured against the three-year performance of the companies comprising the S&P SmallCap 600 over the same period (with the S&P SmallCap 600 being comprised of those companies that make up the S&P SmallCap 600 at the end of the Performance Period): 50% if performance is at the threshold level, 100% if performance is at target and 150% if performance is at or above the maximum level. For performance between the threshold level and target level, a proportionate fraction of the TSR factor between 50% and 100% will be applied, and for performance between the target level and the maximum level, a proportionate fraction of the TSR factor between 100% and 150% will be applied. TSR performance versus the S&P SmallCap 600 will be calculated as the 30-trading day average of the Company’s stock price as calculated at the beginning of the applicable Performance Period and end of the applicable Performance Period. For this PRSU, a threshold relative TSR at the 25th percentile of the S&P SmallCap 600 would result in a TSR factor of 0.50, a target relative TSR at the 60th percentile of the S&P SmallCap 600 would result in a TSR factor of 1.00, a target and a maximum relative TSR at or above the 75th percentile of the S&P SmallCap 600 would trigger a TSR factor of 1.50.

In no event shall more than the number of PRSUs set forth in the Notice of Grant be eligible to be earned pursuant to this Agreement and the Notice of Grant. For purposes of clarity, no PRSUs will be earned until the end of the Performance Period and no PRSUs shall become earned unless you are employed by the Company on the last day of the Performance Period, in each case subject to the Company’s Corporate Transaction Policy (which may then be in effect).

Notwithstanding the foregoing, in the event of a Corporate Transaction the PRSU shall convert to a time-based vesting schedule, and the number of PRSUs that will vest at the end of the Performance Period on December 31, 2019 will be that number that would have otherwise vested had the “target” level of performance been obtained (subject to your continued employment (but in each case subject to the Company’s Corporate Transaction Policy (which may then be in effect)).

“Target Long Term Incentive Grant” means the number of shares of Common Stock associated with the PRSU grant as determined by the Committee, and as set forth in the notice of grant as being the “target” number of PRSUs.

“TSR” means, at the beginning of the Performance Period, one share of Company’s Common Stock is invested at the beginning average price (and for purposes hereof, the average price is the 30-trading day average Company stock price at the beginning of the Performance Period). Every dividend is deemed reinvested in the Company's Common Stock. When a cash dividend is paid, the cash dividend is divided by the closing stock price on that day to calculate the fractional number of Company shares received upon reinvestment of the dividend. This process of deemed reinvestment continues for each dividend paid prior to the end of the Performance Period. At the end of the Performance Period, the fair market value ("FMV") of the accumulated shares (at the ending average price, which for purposes hereof is the 30-trading day average Company’s stock price at the end of the Performance Period) is compared to the FMV of the share at the beginning of the Performance Period (determined in accordance with the first sentence hereof) to determine TSR.

“relative TSR” means the Company’s TSR at the beginning and end of the three-year performance period relative to the TSR of the companies that comprise the S&P SmallCap 600.

Exhibit 10.03

GREEN DOT CORPORATION
2010 EQUITY INCENTIVE PLAN
NOTICE OF PERFORMANCE- BASED RESTRICTED STOCK UNIT AWARD
GRANT NUMBER: __________

Unless otherwise defined herein, the terms defined in the Green Dot Corporation (the "***Company***") 2010 Equity Incentive Plan (the "***Plan***") shall have the same meanings in this Notice of Restricted Stock Unit Award (the "***Notice***").

Name: [NAME]

Address: c/o Green Dot Corporation, 3465 E. Foothill Blvd., Pasadena, CA 91107

You (you or "***Participant***") have been granted an award of Restricted Stock Units ("***RSUs***") under the Plan subject to the terms and conditions of the Plan, this Notice and the attached Award Agreement (Restricted Stock Units) (hereinafter "***RSU Agreement***").

Number of RSUs:	[MAXIMUM NUMBER] ([TARGET NUMBER])____
Date of Grant:	March 30, 2017____________
Vesting Commencement Date:	N/A________________
Expiration Date:	The date on which settlement of all RSUs granted hereunder occurs, with earlier expiration upon the Termination Date
Vesting Schedule:	Subject to the limitations set forth in this Notice, the Plan and the RSU Agreement, the RSUs will vest in accordance with the schedule set forth on Exhibit A.

You understand that your employment or consulting relationship or service with the Company is for an unspecified duration, can be terminated at any time (i.e., is "at-will"), and that nothing in this Notice, the RSU Agreement or the Plan changes the at-will nature of that relationship. You acknowledge that the vesting of the RSUs pursuant to this Notice is earned only by continuing service as an Employee, Director or Consultant of the Company. You also understand that this Notice is subject to the terms and conditions of both the RSU Agreement and the Plan, both of which are incorporated herein by reference. Participant has read both the RSU Agreement and the Plan.

PARTICIPANT **GREEN DOT CORPORATION**

Signature: __ By:__

Print Name:[NAME]__ Its: __

GREEN DOT CORPORATION
AWARD AGREEMENT (RESTRICTED STOCK UNITS) TO THE
2010 EQUITY INCENTIVE PLAN

Unless otherwise defined herein, the terms defined in the Green Dot Corporation (the "***Company***") 2010 Equity Incentive Plan (the "***Plan***") shall have the same defined meanings in this Award Agreement (Restricted Stock Units) (the "***Agreement***").

You have been granted Restricted Stock Units ("***RSUs***") subject to the terms, restrictions and conditions of the Plan, the Notice of Restricted Stock Unit Award (the "***Notice***") and this Agreement.

1. **Settlement.** Settlement of RSUs shall be made (i) within 30 days following the applicable date of vesting under the vesting schedule set forth in the Notice or (ii) by March 15th of the year following the Performance Period. Settlement of RSUs shall be in Shares.

2. **No Stockholder Rights.** Unless and until such time as Shares are issued in settlement of vested RSUs, Participant shall have no ownership of the Shares allocated to the RSUs and shall have no right dividends or to vote such Shares.

3. **Dividend Equivalents.** Dividends, if any (whether in cash or Shares), shall not be credited to Participant.

4. **No Transfer.** The RSUs and any interest therein shall not be sold, assigned, transferred, pledged, hypothecated, or otherwise disposed of.

5. **Termination.** If Participant's service Terminates for any reason, all unvested RSUs shall be forfeited to the Company forthwith, and all rights of Participant to such RSUs shall immediately terminate. In case of any dispute as to whether Termination has occurred, the Committee shall have sole discretion to determine whether such Termination has occurred and the effective date of such Termination.

6. **U.S. Tax Consequences.** Participant acknowledges that there will be tax consequences upon settlement of the RSUs or disposition of the Shares, if any, received in connection therewith, and Participant should consult a tax adviser regarding Participant's tax obligations prior to such settlement or disposition. Upon vesting of the RSU, Participant will include in income the fair market value of the Shares subject to the RSU. The included amount will be treated as ordinary income by Participant and will be subject to withholding by the Company when required by applicable law. Upon disposition of the Shares, any subsequent increase or decrease in value will be treated as short-term or long-term capital gain or loss, depending on whether the Shares are held for more than one year from the date of settlement. Further, an RSU may be considered a deferral of compensation that may be subject to Section 409A of the Code. Section 409A of the Code imposes special rules to the timing of making and effecting certain amendments of this RSU with respect to distribution of any deferred compensation. You should consult your personal tax advisor for more information on the actual and potential tax consequences of this RSU.

7. **Acknowledgement.** The Company and Participant agree that the RSUs are granted under and governed by the Notice, this Agreement and the provisions of the Plan. Participant: (i) acknowledges receipt of a copy of the Plan and the Plan prospectus, (ii) represents that Participant has carefully read and is familiar with their provisions, and (iii) hereby accepts the RSUs subject to all of the terms and conditions set forth herein and those set forth in the Plan and the Notice.

8. **Entire Agreement; Enforcement of Rights.** This Agreement, the Plan and the Notice constitute the entire agreement and understanding of the parties relating to the subject matter herein and supersede all prior discussions between them. Any prior agreements, commitments or negotiations concerning the purchase of the Shares hereunder are superseded. No modification of or amendment to this Agreement, nor any waiver of any rights under this

Agreement, shall be effective unless in writing and signed by the parties to this Agreement. The failure by either party to enforce any rights under this Agreement shall not be construed as a waiver of any rights of such party.

9. <u>Compliance with Laws and Regulations</u>. The issuance of Shares will be subject to and conditioned upon compliance by the Company and Participant with all applicable state and federal laws and regulations and with all applicable requirements of any stock exchange or automated quotation system on which the Company's Common Stock may be listed or quoted at the time of such issuance or transfer.

10. <u>Governing Law; Severability</u>. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of this Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of this Agreement shall be enforceable in accordance with its terms. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of California, without giving effect to principles of conflicts of law.

11. <u>Recoupment.</u> This Policy is subject to the terms and conditions of the Compensation Recovery Policy adopted by the Committee in April 2017 and any of the Company's other applicable recoupment or clawback policies (as previously adopted, and as may be amended or restated from time to time). Notwithstanding the foregoing, the Company may, in its sole discretion, implement any recoupment or clawback policies or make any changes to any of the Company's existing recoupment or clawback policies, as the Company deems necessary or advisable in order to comply with applicable law or regulatory guidance (including, without limitation, the Dodd-Frank Wall Street Reform and Consumer Protection Act).

12. <u>No Rights as Employee, Director or Consultant</u>. Nothing in this Agreement shall affect in any manner whatsoever the right or power of the Company, or a Parent or Subsidiary of the Company, to terminate Participant's service, for any reason, with or without cause.

By your signature and the signature of the Company's representative on the Notice, Participant and the Company agree that this RSU is granted under and governed by the terms and conditions of the Plan, the Notice and this Agreement. Participant has reviewed the Plan, the Notice and this Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Agreement, and fully understands all provisions of the Plan, the Notice and this Agreement. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Committee upon any questions relating to the Plan, the Notice and this Agreement. Participant further agrees to notify the Company upon any change in Participant's residence address.

Exhibit A
Vesting Schedule
Performance-Based Restricted Stock Unit ("***PRSU***") Grant
[NAME] PRSU Grant, dated March 30, 2017

Terms not otherwise defined in this Exhibit A shall have the meaning ascribed to them in the Plan or the form of agreement underlying each PRSU grant, as applicable.

The Shares subject to the PRSU shall vest in four (4) equal installments based upon achievement of the applicable targets as set forth in the EPS Table below for Earnings Per Share for the Performance Period. The determination of whether such Earnings Per Share target has been satisfied will be made by the Company's Compensation Committee of the Board (with such determination to be made not later than March 15, 2018).

EPS Table

Earnings Per Share Target	Percentage Target PRSUs to Vest
Less than 97.423% of Goal*	0%
97.423% of Goal*	50%
98.454% of Goal*	75%
100% of Goal*	100%
101.546% of Goal*	125%
102.577% of Goal*	150%

* Rounded to the nearest cent

Upon achieving the applicable Earnings Per Share Target (as determined and certified by the Company's Compensation Committee) in the EPS Table above, twenty-five percent (25%) of the Percentage Target PRSUs shall vest upon the date of certification by the Company's Compensation Committee of the Earnings Per Share generated by the Company for the Performance Period, and the remaining seventy-five percent (75%) of the Shares subject to the PRSU shall vest ratably over the next three years on each December 31 such that all Shares subject to the PRSU shall be fully vested on December 31, 2020 (subject to your continued employment (but in each case subject to the Company's Corporate Transaction Policy (which may then be in effect)).

If the Earnings Per Share Target is less than 97.423% of Goal or you are not employed by the Company as of the end of the Performance Period, then no Shares subject to this PRSU shall vest and all unvested PRSUs shall be forfeited to the Company forthwith, and all rights of Participant to the PRSU shall immediately terminate.

Notwithstanding the foregoing, in the event of a Corporate Transaction prior to completion of the Performance Period the PRSU shall convert to a time-based vesting schedule with any then unvested and nonforfeited PRSUs vesting ratably on each December 31 (subject to your continued employment (but in each case subject to the Company's Corporate Transaction Policy (which may then be in effect)). The number of PRSUs that shall convert to a time based vesting schedule upon a Corporate Transaction shall be the Target PRSUs.

<u>Definitions/Principles</u>

"Earnings Per Share" will be calculated as non-GAAP EPS (as defined below) and shall ***<u>exclude</u>*** the impact of Shares repurchased by the Company in calendar year 2017.

"Earnings Per Share Target" is the applicable dollar amount derived from the calculation in the EPS Table above.

“Goal” means the amount of non-GAAP EPS that the Compensation Committee determined on the Date of Grant as the goal under this PRSU and has communicated to the Participant upon notifying the Participant of this PRSU award.

“Non-GAAP EPS” means GAAP net income for the year ending December 31, 2017 reflected in Green Dot’s consolidated statements of income excluding i) employee stock-based compensation expense, (ii) amortization of acquired intangibles, (iii) change in fair value of contingent consideration, (iv) transaction costs, (v) impairment charges, (vi) amortization of deferred financing costs, (vii) costs and expenses incurred in connection with any proxy contests and similar engagements, (viii) significant unreimbursed costs associated with the delay in migration of its remaining customer accounts from the Company’s former processor to its new processor, and (ix) other income and expense that the Compensation Committee determines are not reflective of ongoing operating results, each tax effected using the Company’s year-to-date effective tax rate, divided by the diluted weighted-average shares issued and outstanding for the year ending December 31, 2017 reflected in Green Dot’s consolidated statements of income after giving effect to the assumed conversion of weighted-average shares of preferred stock for that period.

“Percentage Target PRSUs” means the Target PRSUs multiplied by the percentage set forth in the EPS Table above in the column captioned “Percentage Target PRSUs to Vest” that corresponds to the Earnings Per Share Target that the Company’s Compensation Committee determines and certifies as provided above. To the extent the Compensation Committee determines and certifies that the Earnings Per Share generated by the Company for the Performance Period is in between Earnings Per Share Targets, the percentage to be used to calculate the Percentage Target PRSUs shall be determined by the Compensation Committee through interpolation.

“Performance Period” means January 1, 2017 through December 31, 2017.

“Target PRSUs” means the number of shares of Common Stock associated with the PRSU grant as determined by the Compensation Committee, and as set forth in the notice of grant as being the “target” number of PRSUs.