

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

FORM 10-K

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended **December 31, 2020**

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission file number **001-34819**



(Exact name of Registrant as specified in its charter)

**Delaware**

(State or other jurisdiction of incorporation or organization)

**3465 E. Foothill Blvd.**

**Pasadena, California 91107**

(Address of principal executive offices, including zip code)

**95-4766827**

(IRS Employer Identification No.)

**(626) 765-2000**

(Registrant's telephone number, including area code)

**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

**Securities registered pursuant to Section 12(g) of the Act: None**

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes  No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes  No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes  No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer  Accelerated filer  Non-accelerated filer  Smaller reporting company  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.

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes  No

The aggregate market value of the common equity held by non-affiliates of the registrant (assuming for these purposes, but without conceding, that all executive officers, directors and 10% or greater stockholders are "affiliates" of the registrant) as of June 30, 2020, the last business day of the registrant's most recently completed second fiscal quarter, was approximately \$2.1 billion (based on the closing sale price of the registrant's common stock on that date as reported on the New York Stock Exchange).

There were 54,157,065 shares of Class A common stock, par value \$0.001 per share, as of January 31, 2021.

**DOCUMENTS INCORPORATED BY REFERENCE**

Portions of the registrant's proxy statement relating to the registrant's 2021 Annual Meeting of Stockholders are incorporated by reference into Part III of this Annual Report on Form 10-K where indicated.

**GREEN DOT CORPORATION  
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## FORWARD-LOOKING STATEMENTS

This report contains forward-looking statements regarding future events and our future results that are subject to the safe harbors created under the Securities Act of 1933 (the “Securities Act”) and the Securities Exchange Act of 1934 (the “Exchange Act”). All statements other than statements of historical facts are statements that could be deemed to be forward-looking statements. These statements are based on current expectations, estimates, forecasts and projections about the industries in which we operate and the beliefs and assumptions of our management. Words such as “expects,” “anticipates,” “targets,” “goals,” “projects,” “intends,” “plans,” “believes,” “seeks,” “estimates,” “continues,” “endeavors,” “strives,” “may” and “assumes,” variations of such words and similar expressions are intended to identify forward-looking statements. In addition, any statements that refer to projections of our future financial performance, our anticipated growth and trends in our businesses, and other characterizations of future events or circumstances are forward-looking statements. Readers are cautioned that these forward-looking statements are subject to risks, uncertainties, and assumptions that are difficult to predict, including the impact of the coronavirus (COVID-19) pandemic on our business, results of operations and financial condition and our and the U.S. government’s response to it, and including those identified below, under “Part I, Item 1A. Risk Factors,” and elsewhere herein. Therefore, actual results may differ materially and adversely from those expressed in any forward-looking statements. We undertake no obligation to revise or update any forward-looking statements for any reason.

In this report, unless otherwise specified or the context otherwise requires, “Green Dot,” “we,” “us,” and “our” refer to Green Dot Corporation and its consolidated subsidiaries, the term “GPR cards” refers to general purpose reloadable prepaid debit cards, the term “prepaid cards” refers to prepaid debit cards and the term “our cards” refers to our Green Dot-branded and co-branded GPR cards. In addition, “prepaid financial services” refers to GPR cards and associated reload services, a segment of the prepaid card industry.

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## PART I

### ITEM 1. Business

#### Overview

Green Dot Corporation is a financial technology and registered bank holding company focused on making modern banking and money movement accessible for all. Our goal is to deliver trusted, best-in-class money management and payment solutions to our customers and partners, seamlessly connecting people to their money. Our proprietary technology enables faster, more efficient electronic payments and money management, powering intuitive and seamless ways for people to spend, send, control and save their money. Through our bank, we offer a suite of financial products to consumers and businesses including debit, prepaid, checking, credit and payroll cards, as well as robust money processing services, such as tax refund processing, cash deposits and disbursements.

As the regulated entity and issuing bank for the substantial majority of products and services we provide, whether our own or on behalf of our platform partners, we are directly accountable for all aspects of each program's integrity, inclusive of ensuring the program's compliance with all applicable banking regulations, state and federal law and our various internal governance policies and procedures, in addition to deploying enterprise-class risk management practices and procedures to ensure each program's initial and ongoing safety and soundness.

#### Our Products and Services

Our products and services are divided among our two reportable segments: 1) Account Services and 2) Processing and Settlement Services.

##### Account Services

We offer several deposit account programs, including:

- Innovative consumer and small business checking account products that allow customers to acquire and manage their checking account entirely through a mobile application available on smartphone devices;
- Network-branded reloadable prepaid debit cards marketed under several leading consumer brand names, collectively referred to as General Purpose Reloadable or GPR cards;
- Network-branded gift cards (known as open-loop) that are sold at participating retail stores; and
- Secured credit programs designed to help people establish or rehabilitate their national credit bureau score.

We earn revenues primarily through:

- Fees assessed to merchants for purchase transactions initiated by our cardholders (commonly known as interchange);
- Card revenues and other fees, principally consisting of fees charged to cardholders for certain transactions and usage of our products and platform fees we earn from our partners for use of our technology platform and our program management capabilities; and
- Interest income earned from the investment of deposits held at Green Dot Bank (our wholly-owned subsidiary bank).

Products within our Account Services segment are generally issued by Green Dot Bank. As a result of acquisitions over the past few years, we also manage programs issued by third-party issuing banks.

##### Processing and Settlement Services

We offer several products and services that specialize in facilitating the movement of funds on behalf of consumers and businesses, referred to as Money Processing and Tax Processing services.

Our Money Processing services include:

- Cash transfer services that enable consumers to add funds directly to an account at the point-of-sale at any participating retailer. We offer this service to our deposit account programs and any third-party bank or program manager (which we refer to as network acceptance members) that has enabled its cards to accept funds through our processing system; and
- Simply Paid Disbursement services that enable wages and any type of authorized funds disbursement to be sent to our deposit account programs and accounts issued by any third-party bank or program manager.

Our Tax Processing services are designed for participants in the tax industry and include:

- Tax refund transfers that provide the processing technology to facilitate receipt of a taxpayers' refund proceeds. When a customer of a third-party tax preparation provider chooses to pay their tax preparation fees using our processing services, we deduct the tax preparation service fee and our processing service fee from the customer's refund and remit the remaining balance to the customer's account;
- Small business lending to independent tax preparation providers that seek small advances in order to help provide working capital prior to generating income during the tax filing season; and
- Fast Cash Advance, a consumer-friendly loan that enables tax refund recipients utilizing our tax processing services the opportunity to receive a portion of their expected tax refund amount in advance of receiving their actual tax refund.

We earn revenues primarily through fees charged to consumers on a per transaction basis for cash transfer services, tax refund transfers and Simply Paid disbursements.

## **Our Market Strategy**

### **Account Services**

We offer our Account Services products to a broad group of consumers, ranging from never-banked to fully-banked consumers. We focus our sales and marketing efforts on acquisition of long-term users of our products, enhancing our brands and image, building market adoption and awareness of our products, improving customer retention, and increasing card usage. We offer the products and services in our Account Services segment through our omni-channel "branchless" distribution platform.

### **Retail**

We utilize distribution arrangements with more than 90,000 retail locations, which we refer to as "retail distributors," and thousands of neighborhood Financial Service Center locations.

We operate a supply chain comprised of proprietary technology and third-party vendors to design, manufacture and distribute packaging containing ready-to-use debit cards to our network of retail locations. Consumers can purchase these debit cards and initially load funds to the account in-store. Once consumers register their account with us, the account can be loaded through a variety of funding mechanisms, such as payroll direct deposit or utilizing our processing and settlement services.

### **Direct-to-consumer**

We market directly to consumers through various marketing channels, such as online search engine optimization, online displays, direct mail campaigns, mobile advertising, and affiliate referral programs. Consumers may visit our websites to open a deposit account (our "Direct" programs).

Prior to 2021, we offered several branded deposit programs through multiple websites. Beginning in 2021, we have focused our efforts around a single product, GO2bank, a new mobile bank designed to help the majority of Americans living paycheck to paycheck build a stronger financial foundation. GO2bank is designed to help our customers lower the cost of accessing and managing their money and offers features such as overdraft protection, high-value rewards, high-interest savings, and opportunities to establish, build, and track credit, regardless of credit history.

This new product strategy allows us to optimize the efficiency of our marketing spend and add features and functionality to the product over time to meet the growing demands of consumers.

### **Employers**

We offer a comprehensive payroll platform to corporate enterprises (our "PayCard" programs) to facilitate payments made for today's workforce, including:

- Paycard programs that help corporate enterprise eliminates paper checks, reduces costs and improves efficiency;
- Employee access earned wages on demand; and
- Affordable instant digital pay options that replace slow and costly traditional pay methods.

### **Banking-as-a-Service**

We partner with America's most prominent consumer and technology companies to design and deploy their own bespoke fintech banking solutions through our banking platform. Our banking platform includes an integrated bank, full program management services and enterprise-grade technology.

Our partners make our banking products and services available to their consumers, partners and workforce through integration with our banking platform (our "BaaS" account programs). In doing so, our addressable market expands to a broader spectrum of consumers as well as small businesses.

Our partners currently include Apple, Inc., Uber Technologies, Inc., Intuit, Inc., Amazon.com, Inc., Stash Financial, Inc. amongst others.

### **Processing and Settlement Services**

Our Money Processing services are marketed to third-party banks, program managers, and other companies seeking cash deposit and disbursement capabilities for their customers. Those customers, including our own cardholders, have the ability to access our cash deposit and disbursement services at any of the locations within our network of retail distributors and neighborhood Financial Service Centers.

We market our tax-related financial services through a network of tax preparation franchises, independent tax professionals and online tax preparation providers, which are sometimes referred to as electronic return originators, or "EROs." We also offer these consumers the option to deposit their tax refund proceeds onto one of our debit account products, which further expands the reach of our Account Services.

### **Our Technology Platform**

Our vertically integrated technology and banking platform utilizes a combination of proprietary and third-party technologies and services to power a large ecosystem of financial service solutions through numerous distribution channels. The technology infrastructure supporting our platform is designed to minimize service disruptions, provide reasonable assurance of business continuity in the event of catastrophic occurrences and defend against data breaches and cyber security incidents. We continuously invest in security tools and other security technologies to protect our data and help keep our customers and partners safe. Our technology leverages data centers and cloud computing technology. We are committed to continuously improving the efficiency, scalability, and security of our platform to enhance the customer experience, remain competitive and support our growth.

### **Our Relationship with Walmart**

Walmart is our largest retail distributor. Green Dot Corporation is the provider of Walmart-branded GPR cards sold at Walmart and Green Dot Bank is the issuer of those card accounts. Pursuant to our agreement with Walmart, Green Dot designs and delivers the Walmart MoneyCard product and provides all ongoing program support, including network IT, regulatory and legal compliance, website functionality, customer service and loss management. Walmart provides us with shelf space to display and offer the card accounts to consumers. As the issuing bank, Green Dot Bank holds the associated FDIC-insured deposits. All Walmart MoneyCard products are reloadable exclusively on the Green Dot Network. In addition to Walmart MoneyCards, we offer our Green Dot-branded cards and our GoBank checking account product at Walmart, providing consumers the choice to purchase either Green Dot-branded products or Walmart MoneyCard products. Our operating revenues derived from the several products and services we offer through Walmart stores and other Walmart distribution avenues in aggregate represented approximately 27%, 34%, and 36% of our total operating revenues for the years ended December 31, 2020, 2019, and 2018, respectively.

### **Seasonality**

We experience seasonal fluctuations in revenue, with the first half of each year being favorably affected by large numbers of taxpayers electing to receive their tax refunds via direct deposit on our cards. Additionally, our tax refund processing services business is highly seasonal as it generates the majority of its revenue in the first quarter, and substantially all of its revenue in the first half of each calendar year. We expect our revenue in future periods to continue to fluctuate due to the seasonal factors described above.

### **Competition**

We compete against companies and financial institutions across the retail banking, financial services, transaction processing, consumer technology and financial technology services industries and may compete with others in the market who may in the future provide offerings similar to ours.

We compete primarily on the basis of the following:

- breadth of distribution;
- speed and quality of innovation;
- reliability of system performance and security;
- scalability of platform services;
- quality of service;
- customer satisfaction;
- compliance and regulatory capabilities;
- brand recognition and reputation; and
- pricing.

We believe our products and services compete favorably with respect to these factors. The risks associated with our competitors are more fully discussed in “Item 1A. Risk Factors.”

### **Intellectual Property**

We rely on a combination of patent, trademark and copyright laws and trade secret protections in the United States, as well as confidentiality procedures and contractual provisions, to protect the intellectual property rights related to our products and services.

We own several trademarks, including Green Dot and GoBank. Through agreements with our network acceptance members, retail distributors and customers, we authorize and monitor the use of our trademarks in connection with their activities with us.

Our patent portfolio currently consists of 13 issued patents and 5 patent applications pending. The current remaining terms for the patents we hold vary between 5 and 16 years. We feel our patents and applications are important to our business and help to differentiate our products and services from those of our competitors.

The industries in which we compete are characterized by rapidly changing technology, a large number of patents, and frequent claims and related litigation regarding patent and other intellectual property rights. There can be no assurance that our patents and other proprietary rights will not be challenged, invalidated, or circumvented; that others will not assert intellectual property rights to technologies that are relevant to us; or that our rights will give us a competitive advantage. In addition, the laws of some foreign countries may not protect our proprietary rights to the same extent as the laws of the United States. The risks associated with patents and intellectual property are more fully discussed in “Item 1A. Risk Factors.”

### **Regulation and Supervision**

#### ***General***

Our business is heavily regulated by both federal and state agencies. We and our subsidiaries are subject to supervision, regulation and examination by various federal and state regulators, including the Board of Governors of the Federal Reserve System (the “Federal Reserve”), the Utah Department of Financial Institutions (the “Utah DFI”) and various other state regulatory agencies. The statutory and regulatory framework that governs us is generally intended to protect depositors and customers, the FDIC’s Deposit Insurance Fund (“DIF”), the U.S. banking and financial system, and financial markets as a whole.

Banking statutes, regulations and policies are continually under review by Congress, state legislatures and federal and state regulatory agencies. In addition to laws and regulations, federal and state bank regulatory agencies may issue policy statements, interpretive letters and similar written guidance applicable to Green Dot Corporation and its subsidiaries. Any change in the statutes, regulations or regulatory policies applicable to us, including changes in their interpretation or implementation, could have a material effect on our business.

Both the scope of the laws and regulations and the intensity of the supervision to which bank holding companies such as Green Dot Corporation are subject increased in response to the global financial crisis of 2008, as well as other factors such as technological and market changes. Regulatory enforcement and fines have also increased across the banking and financial services sector. Many of these changes occurred as a result of the Dodd-Frank Wall Street Reform and Consumer Protect Act (the “Dodd-Frank Act”) and its implementing regulations, most of which are now in place. While the regulatory environment has entered a period of tailoring and rebalancing of the

post financial crisis framework, we expect that our business will remain subject to extensive regulation and supervision.

We are also subject to the disclosure and regulatory requirements of the Securities Act of 1933, as amended, and the Securities Exchange Act of 1934, as amended, both as administered by the SEC, as well as the rules of the New York Stock Exchange that apply to companies with securities listed on the New York Stock Exchange.

The following discussion describes certain elements of the comprehensive regulatory framework applicable to us. This discussion is not intended to describe all laws and regulations applicable to Green Dot Corporation, Green Dot Bank and our other subsidiaries. Any changes in applicable laws, regulations or the interpretations thereof could have a material adverse effect on our business.

### ***Regulatory Agencies***

In 2011 we completed our acquisition of Bonneville Bancorp and became a bank holding company (“BHC”) registered with the Federal Reserve under the Bank Holding Company Act of 1956 (“BHC Act”). As a BHC, Green Dot Corporation is subject to the requirements of the BHC Act as well as supervision, regulation and examination by the Federal Reserve, which serves as the primary federal banking regulator of our consolidated organization.

As an FDIC-insured commercial bank that is chartered under the laws of Utah and a member of the Federal Reserve System, Green Dot Bank and its subsidiaries are subject to regulation, supervision and examination by the Federal Reserve and the Utah DFI.

The Consumer Financial Protection Bureau (“CFPB”) has broad rulemaking authority over a wide range of federal consumer protection laws applicable to the business of Green Dot Bank. Because Green Dot Bank currently has less than \$10 billion in total consolidated assets, Green Dot Bank is subject to regulations adopted by the CFPB, but the Federal Reserve is primarily responsible for examining Green Dot Bank’s compliance with federal consumer financial laws and those CFPB regulations. The Utah DFI is responsible for examining and supervising Green Dot Bank’s compliance with state consumer protection laws and regulations.

### ***Permissible Activities for Green Dot Corporation as a Financial Holding Company***

In general, the BHC Act limits the business of BHCs to banking, managing or controlling banks and other activities that the Federal Reserve has determined to be so closely related to banking as to be a proper incident thereto. Under the BHC Act, BHCs that have qualified and elected to be treated as a financial holding company (“FHC”) generally may engage in a broader range of additional activities that are (i) financial in nature or incidental to such financial activities or (ii) complementary to a financial activity and do not pose a substantial risk to the safety and soundness of depository institutions or the financial system generally. A BHC qualifies to become an FHC if it and its subsidiary depository institutions are “well capitalized” and “well managed” and its subsidiary depository institutions have a rating under the Community Reinvestment Act (“CRA”) of at least “Satisfactory” at their most recent examination. We have qualified and elected to be an FHC under the BHC Act, although all the activities we currently conduct are permissible for a BHC.

If at any time we or Green Dot Bank fail to be “well capitalized” or “well managed,” the Federal Reserve may impose limitations or conditions on the conduct of our activities and we may not commence, or acquire any shares of a company engaged in, any activities only permissible for an FHC, without prior Federal Reserve approval. The restriction on our ability to commence, or acquire any shares of a company engaged in, any activities only permissible for an FHC, without prior Federal Reserve approval would also generally apply if Green Dot Bank received a CRA rating of less than “Satisfactory.”

In connection with our acquisition of Bonneville Bancorp in 2011 and our subsequent acquisition of certain assets and certain deposit liabilities of GE Capital Retail Bank in 2013, we submitted business plans to the Federal Reserve. Under commitments made to the Federal Reserve and the Utah DFI, we must obtain prior approval from the Federal Reserve for any major deviation or material change from the business plan we submitted in 2013. Accordingly, commitments made in connection with our business plan may limit our activities.

### ***Permissible Activities for Banks***

The activities of Green Dot Bank are limited to those specifically authorized under Utah banking laws and Utah DFI regulations and permissible under applicable federal law and Federal Reserve regulations.

### ***Supervision, Examination and Enforcement***

Bank regulators regularly examine the operations of BHCs and banks. Examination results are confidential and generally may not be disclosed. In addition, BHCs and banks are subject to periodic reporting and filing requirements. The Federal Reserve and Utah DFI have broad supervisory and enforcement authority with regard to



BHCs and banks, including the power to conduct examinations and investigations, impose nonpublic supervisory agreements, issue cease and desist orders, impose fines and other civil and criminal penalties, terminate deposit insurance and appoint a conservator or receiver.

Bank regulators have various remedies available if they determine that the financial condition, capital resources, asset quality, earnings prospects, management, liquidity or other aspects of a banking organization's operations are unsatisfactory. The regulators may also take action if they determine that the banking organization or its management is violating or has violated any law or regulation. The regulators have the power to, among other things, prohibit unsafe or unsound practices, require affirmative actions to correct any violation or practice, issue administrative orders that can be judicially enforced, direct increases in capital, direct the sale of subsidiaries or other assets, limit dividends and distributions, restrict growth, assess civil monetary penalties, remove officers and directors, and terminate deposit insurance.

Engaging in unsafe or unsound practices or failing to comply with applicable laws, regulations and supervisory agreements could subject Green Dot Corporation, its subsidiaries, including Green Dot Bank, and their respective officers, directors and institution-affiliated parties to the remedies described above and other sanctions. In addition, the FDIC may terminate a bank's deposit insurance upon a finding that the bank's financial condition is unsafe or unsound or that the bank has engaged in unsafe or unsound practices or has violated an applicable rule, regulation, order or condition enacted or imposed by the bank's regulatory agency.

#### ***Bank and BHC Acquisitions and Mergers***

The BHC Act, the Bank Merger Act, Utah's Financial Institutions Act and other federal and state statutes regulate acquisitions of banks and other FDIC-insured depository institutions. Green Dot Corporation must obtain the prior approval of the Federal Reserve before (i) acquiring direct or indirect ownership or control of any voting shares of any bank or BHC, if after such acquisition, it will directly or indirectly own or control 5% or more of any class of voting shares of the institution, (ii) acquiring all or substantially all of the assets of any bank (other than directly through Green Dot Bank) or (iii) merging or consolidating with any other BHC. Under the Bank Merger Act, the prior approval of the Federal Reserve is required for Green Dot Bank to merge with another bank or purchase all or substantially all of the assets or assume any of the deposits of another FDIC-insured depository institution. In reviewing applications seeking approval of merger and acquisition transactions, bank regulators consider, among other things, the competitive effect and public benefits of the transactions, the capital position and managerial resources of the combined organization, the risks to the stability of the U.S. banking or financial system, the applicant's performance record under the CRA, the applicant's compliance with fair housing and other consumer protection laws and the effectiveness of all organizations involved in combating money laundering activities. In addition, failure to implement or maintain adequate compliance programs could cause bank regulators not to approve an acquisition where regulatory approval is required or to prohibit an acquisition even if approval is not required.

#### ***Acquisitions of Ownership of Green Dot Corporation***

The ability of a third party to acquire our stock is also limited under applicable U.S. banking laws, including regulatory approval requirements.

*Federal Banking Law.* The BHC Act requires any BHC to obtain the approval of the Federal Reserve before acquiring, directly or indirectly, more than 5% of our outstanding common stock. Any "company," as defined in the BHC Act, other than a BHC is required to obtain the approval of the Federal Reserve before acquiring "control" of us. "Control" generally means (i) the ownership or control of 25% or more of a class of voting securities, (ii) the ability to elect a majority of the directors or (iii) the ability otherwise to exercise a controlling influence over management and policies. An entity that controls us for purposes of the BHC Act is subject to regulation and supervision as a BHC under the BHC Act. In addition, under the Change in Bank Control Act of 1978, as amended (the "CIBC Act"), and the Federal Reserve's regulations thereunder, any person, either individually or acting through or in concert with one or more persons, is required to provide notice to the Federal Reserve prior to acquiring control, directly or indirectly, of a BHC such as Green Dot Corporation. For purposes of the CIBC Act, a rebuttable presumption of control applies to acquisitions of more than 10% of any class of a BHC's voting stock under certain circumstances including if, as is the case with Green Dot Corporation, the issuer has registered securities under Section 12 of the Securities Exchange Act of 1934.

*Utah Change in Control Restrictions.* Utah's Financial Institutions Act generally requires prior approval of the Utah DFI before a person or entity may acquire, directly or indirectly, control of a depository institution or a depository institution holding company subject to its jurisdiction. The Utah DFI defines control to include, among other things, the power, directly or indirectly, or through or in concert with one or more persons, to vote more than

10% of any class of voting securities by a person other than an individual or to vote 20% or more of any class of voting securities by an individual.

### **Capital and Liquidity Requirements**

*In General.* The U.S. banking agencies have adopted regulatory capital rules to implement the Basel III regulatory capital framework developed by the Basel Committee on Banking Supervision and related provisions in the Dodd-Frank Act ("U.S. Basel III Rules"). Under the U.S. Basel III Rules, Green Dot Corporation and Green Dot Bank are required to maintain minimum risk-based and leverage capital ratios. Green Dot Corporation and Green Dot Bank must also maintain a capital conservation buffer of 2.5% to avoid becoming subject to restrictions on capital distributions and certain discretionary bonus payments to management. For a discussion of applicable regulatory minimum and well-capitalized minimum capital ratios, as well as a description of relevant definitions related to capital amounts and ratios, see "Management's Discussion and Analysis of Financial Condition and Results of Operations--Capital Requirements for Bank Holding Companies" and *Note 23 — Regulatory Requirements* to the Consolidated Financial Statements included herein, which are incorporated by reference in this Item 1.

The Federal Reserve may require BHCs, including us, to maintain capital substantially in excess of mandated minimum levels, depending upon general economic conditions and a BHC's particular condition, risk profile and growth plans. The Federal Reserve may also require BHCs or their subsidiaries to make other capital or liquidity commitments.

Failure to be well-capitalized, to meet minimum capital requirements or to comply with the other commitments to which we and Green Dot Bank may be subject could result in certain mandatory and possible additional discretionary actions by regulators, including restrictions on our and Green Dot Bank's ability to pay dividends or otherwise distribute capital or to receive regulatory approval of applications, or other restrictions on growth.

As of December 31, 2020, our and Green Dot Bank's regulatory capital ratios were above the well-capitalized standards and met the then-applicable capital conservation buffer. Based on current estimates, we believe that Green Dot Corporation and Green Dot Bank will continue to exceed all applicable well-capitalized regulatory capital requirements and the capital conservation buffer, on a fully phased-in basis.

### **FDICIA and Prompt Corrective Action**

The Federal Deposit Insurance Corporation Improvement Act of 1991 ("FDICIA") requires the federal bank regulatory agencies to take "prompt corrective action" in respect of FDIC-insured depository institutions that do not meet certain capital adequacy standards. FDICIA establishes five capital categories ("well-capitalized", "adequately capitalized", "undercapitalized", "significantly undercapitalized" and "critically undercapitalized"), with a depository institution's categorization for purposes of the prompt corrective action provisions depending upon its level of capitalization and certain other factors. An institution that fails to remain well-capitalized becomes subject to a series of restrictions that increase in severity as its capital condition weakens. Such restrictions may include a prohibition on capital distributions, restrictions on asset growth or restrictions on the ability to receive regulatory approval of applications. FDICIA also provides for enhanced supervisory authority over undercapitalized institutions, including authority for the appointment of a conservator or receiver for the institution. In certain instances, a BHC may be required to guarantee the performance of an undercapitalized subsidiary bank's capital restoration plan.

### **Brokered Deposits**

As discussed below under "Part I, Item 1A. Risk Factors," current FDIC guidance requires the majority of Green Dot Bank's deposits to be classified as brokered deposits. Under FDIC regulations, only banks that are well-capitalized may accept brokered deposits without restriction. A bank that is adequately capitalized may not accept, renew or roll over any brokered deposit unless it has been granted a waiver by the FDIC. If such waiver is granted, the bank may not pay an interest rate on any deposit in excess of 75 basis points over certain prevailing market rates. Undercapitalized banks may not accept, renew or roll over any brokered deposits. Because a majority of Green Dot Bank's deposits are brokered deposits, failure by Green Dot Bank to remain well-capitalized could negatively affect our operations or financial condition.

In December 2020, the FDIC issued a final rule relating to the brokered deposits restrictions that apply to less than well capitalized insured depository institutions. The final rule establishes a new framework for analyzing certain provisions of the "deposit broker" definition, including "placing deposits," "facilitating the placement of deposits" and "primary purpose." The final rule will be effective on April 1, 2021, with full compliance with the brokered deposit part of the regulation extended to January 1, 2022. The extended compliance date is intended to provide sufficient time for financial institutions to put in place systems to implement the new regulatory regime and to allow the FDIC to

develop internal processes and systems to ensure a consistent and robust review process. We are evaluating the final rule and whether it will result in a change in the way our deposits are classified.

### ***Safety and Soundness Guidelines***

The federal banking agencies have adopted guidelines prescribing safety and soundness standards relating to internal controls, risk management, information systems, internal audit systems, loan documentation, credit underwriting, interest rate exposure, asset growth and compensation, fees and benefits. These guidelines in general require appropriate systems and practices to identify and manage specified risks and exposures. The guidelines also prohibit excessive compensation as an unsafe and unsound practice and characterize compensation as excessive when the amounts paid are unreasonable or disproportionate to the services performed by an executive officer or employee, director or principal shareholder. In addition, the agencies have adopted regulations that authorize but do not require an agency to order an institution that has been given notice by the agency that it is not in compliance with any of the safety and soundness standards to submit a compliance plan. If after being so notified, an institution fails to submit an acceptable compliance plan, the agency must issue an order directing action to correct the deficiency and may issue an order directing other actions of the types, including those that may limit growth or capital distributions. If an institution fails to comply with such an order, the bank regulator may seek to enforce such order in judicial proceedings and to impose civil money penalties.

### ***Dividend and Share Repurchase Restrictions***

Green Dot Corporation is a legal entity separate and distinct from Green Dot Bank and its other subsidiaries. There are limitations on the payment of dividends by Green Dot Bank to Green Dot Corporation, as well as by Green Dot Corporation to its shareholders, under applicable banking laws and regulations. In addition, under the U.S. Basel III Rules we must obtain prior approval from the Federal Reserve before we may redeem or repurchase our common stock.

Federal banking regulators are authorized to determine, under certain circumstances relating to the financial condition of a BHC or a bank, that the payment of dividends would be an unsafe or unsound practice and to prohibit payment thereof. In particular, federal banking regulators have stated that paying dividends that deplete a banking organization's capital base to an inadequate level would be an unsafe and unsound banking practice and that banking organizations should generally pay dividends only out of current operating earnings.

Under Utah's Financial Institutions Act, Utah-chartered commercial banks, such as Green Dot Bank, may, subject to certain conditions, declare and pay dividends out of their net profits, after providing for all expenses, losses, interest, and taxes accrued or due from the bank.

Green Dot Corporation and Green Dot Bank must maintain the applicable capital conservation buffer to avoid becoming subject to restrictions on capital distributions, including dividends and share repurchases. The capital conservation buffer is currently at its fully phased-in level of 2.5%.

In addition, Federal Reserve policy provides that BHC, such as Green Dot Corporation, should generally pay dividends to shareholders only if (i) the organization's net income available to common shareholders over the past year has been sufficient to fully fund the dividends; (ii) the prospective rate of earnings retention appears consistent with the organization's capital needs, asset quality and overall financial condition; and (iii) the organization will continue to meet minimum capital adequacy ratios. The policy also provides that a BHC should inform the Federal Reserve reasonably in advance of declaring or paying a dividend that exceeds earnings for the period for which the dividend is being paid or that could result in a material adverse change to the BHC's capital structure. BHCs also are required to consult with the Federal Reserve before materially increasing dividends and must receive approval before redeeming or repurchasing capital instruments. In addition, the Federal Reserve could prohibit or limit the payment of dividends by a BHC if it determines that payment of the dividend would constitute an unsafe or unsound practice.

### ***Source of Strength***

Green Dot Corporation is required to serve as a source of financial and managerial strength to Green Dot Bank and, under appropriate conditions, to commit resources to support Green Dot Bank. This support may be required by the Federal Reserve at times when we might otherwise determine not to provide it or when doing so is not otherwise in the interests of Green Dot Corporation or our shareholders or creditors. The Federal Reserve may require a BHC to make capital injections into a troubled subsidiary bank and may charge the BHC with engaging in unsafe and unsound practices if the BHC fails to commit resources to such a subsidiary bank or if it undertakes actions that the Federal Reserve believes might jeopardize the BHC's ability to commit resources to such subsidiary bank.

Under these requirements, Green Dot Corporation may in the future be required to provide financial assistance to Green Dot Bank should it experience financial distress. Capital loans by Green Dot Corporation to Green Dot Bank, if any, would be subordinate in right of payment to deposits and certain other debts of Green Dot Bank. In the event of Green Dot Corporation's bankruptcy, any commitment by Green Dot Corporation to a federal banking regulator to maintain the capital of Green Dot Bank would be assumed by the bankruptcy trustee and entitled to a priority of payment.

#### ***Receivership or Conservatorship of Green Dot Bank***

Upon the insolvency of an insured depository institution, such as Green Dot Bank, the FDIC may be appointed as the conservator or receiver of the institution. Acting as a conservator or receiver, the FDIC would have broad powers to transfer any assets or liabilities of the institution without the approval of the institution's creditors or shareholders.

Separately, the Commissioner of the Utah DFI also has the authority to take possession of or appoint a receiver or liquidator of any Utah state-chartered bank, such as Green Dot Bank, under specified circumstances, including where the bank (i) is not in a safe and sound condition to transact its business, (ii) has failed to maintain an adequate level of capital or (iii) is conducting its business in an unauthorized or unsafe manner.

#### ***Depositor Preference***

The Federal Deposit Insurance Act provides that, in the event of the liquidation or other resolution of an insured depository institution, including Green Dot Bank, the claims of depositors of the institution (including the claims of the FDIC as subrogee of insured depositors) and certain claims for administrative expenses of the FDIC as a receiver would have priority over other general unsecured claims against the institution. If Green Dot Bank were to fail, insured and uninsured depositors, along with the FDIC, would have priority in payment ahead of unsecured, non-deposit creditors, including Green Dot Bank if it were a creditor at that time, with respect to any extensions of credit they have made to such insured depository institution.

#### ***Transactions between a Bank and its Affiliates***

Federal banking laws and regulations impose qualitative standards and quantitative limitations upon certain transactions between a bank, such as Green Dot Bank, and its affiliates, including between a bank and its holding company and companies that control the BHC or that the BHC may be deemed to control for these purposes. Transactions covered by these provisions must be on terms that are at least as favorable to the bank as those that it could obtain in a comparable transaction with a non-affiliate, and cannot exceed certain amounts that are determined with reference to the bank's regulatory capital. Moreover, if the transaction is a loan or other extension of credit, it must be secured by collateral in an amount and quality expressly prescribed by statute, and if the affiliate is unable to pledge sufficient collateral, the BHC may be required to provide it.

Federal banking laws also place similar restrictions on loans and other extensions of credit by FDIC-insured banks, such as Green Dot Bank, and their subsidiaries to their directors, executive officers and principal shareholders, as well as to entities controlled by such persons.

#### ***Community Reinvestment Act***

Under the CRA, an insured depository institution, such as Green Dot Bank, has a continuing and affirmative obligation to help meet the credit needs of its entire community, including low and moderate-income neighborhoods. The CRA does not establish specific lending requirements or programs for insured depository institutions, nor does it limit an insured depository institution's discretion to develop the types of products and services that it believes are best suited to its particular community, consistent with the CRA. However, insured depository institutions are rated on their performance in meeting the needs of their communities.

The CRA requires the appropriate federal banking agency to take an insured depository institution's CRA record into account when evaluating certain applications by the insured depository institution or its holding company, including applications for charters, branches and other deposit facilities, relocations, mergers, consolidations, acquisitions of assets or assumptions of liabilities, and bank and savings association acquisitions. An unsatisfactory record of performance may be the basis for denying or conditioning approval of an application by an insured depository institution or its holding company. The CRA also requires that all institutions publicly disclose their CRA ratings.

Green Dot Bank's CRA compliance is currently evaluated under a CRA strategic plan. Green Dot Bank's strategic plan for 2018 through 2020 focuses on supporting the credit needs of its defined assessment area primarily through direct community development lending, small business lending, and investments and services in Green Dot Bank's designated Metropolitan Statistical Area of Utah and Juab Counties and the state of Utah.

Leaders of the federal banking agencies recently have indicated their support for revising the CRA regulatory framework, and on September 21, 2020, the Federal Reserve issued an Advance Notice of Proposed Rulemaking to modernize the regulations that implement the CRA. We cannot predict whether any changes will be made to applicable CRA requirements.

### ***Insurance of Deposit Accounts***

The deposits of Green Dot Bank are insured by the DIF up to the standard maximum deposit insurance amount of \$250,000 per depositor. Green Dot Bank is subject to deposit insurance assessments based on the risk it poses to the DIF, as determined by the capital category and supervisory category to which it is assigned. Brokered deposits are subject to an assessment rate adjustment of up to 10 basis points, and therefore are generally assessed at a higher rate. The FDIC has authority to raise or lower assessment rates on insured deposits in order to achieve statutorily required reserve ratios in the DIF and to impose special additional assessments. There is a risk that Green Dot Bank's deposit insurance premiums will increase if failures of insured depository institutions deplete the DIF or if the FDIC changes its view of the risk Green Dot Bank poses to the DIF or increases the assessment rate adjustment applicable to Green Dot Bank's brokered deposits.

### ***Relationships with Third-Party Issuing Banks***

While Green Dot Bank acts as our banking partner for most of our products and services, we offer some products and services through arrangements with federally- or state-chartered third-party banks. We are subject to contractual requirements with those banks and are indirectly subject to the oversight of our banking partners' regulators with respect to the laws and regulations that apply to each such product or service. These types of third-party relationships are subject to increasingly demanding regulatory requirements and attention by federal banking regulators. Regulatory guidance requires financial institutions to enhance their due diligence, ongoing monitoring and control over their third-party vendors and other ongoing third-party business relationships.

As a result, our relationships with third-party banks may require us to undertake compliance actions similar to those that we or Green Dot Bank must perform for the products and services issued by Green Dot Bank.

### ***Anti-Money Laundering Rules***

The Bank Secrecy Act ("BSA"), the USA PATRIOT Act of 2001 and other laws and regulations require financial institutions, among other duties, to institute and maintain an effective anti-money laundering ("AML") program and file suspicious activity and currency transaction reports when appropriate. Among other things, these laws and regulations require Green Dot Corporation and Green Dot Bank to take steps to prevent the use of Green Dot Bank to facilitate the flow of illegal or illicit money, to report large currency transactions and to file suspicious activity reports. We also are required to develop and implement a comprehensive AML compliance program and must also have in place appropriate "know your customer" policies and procedures. We have adopted policies and procedures to comply with these requirements.

The bank regulatory agencies have increased the regulatory scrutiny of the BSA and anti-money laundering programs maintained by financial institutions. Significant penalties and fines, as well as other supervisory orders may be imposed on a financial institution for non-compliance with BSA/AML requirements.

### ***Office of Foreign Assets Control Regulation***

OFAC is responsible for administering economic sanctions that affect transactions with designated foreign countries, nationals and others, as defined by various Executive Orders and Acts of Congress. OFAC-administered sanctions take many different forms. OFAC also publishes lists of persons, organizations and countries suspected of aiding, harboring or engaging in terrorist acts, known as Specially Designated Nationals and Blocked Persons. Blocked assets (e.g., property and bank deposits) cannot be paid out, withdrawn, set off or transferred in any manner without a license from OFAC. Failure to comply with these sanctions could have serious legal and reputational consequences.

### ***Privacy and Data Security Laws***

Green Dot Bank is subject to a variety of federal and state privacy and data security laws, which govern the collection, safeguarding, sharing and use of customer information, and require that financial institutions have in place policies regarding information privacy and security. For example, the Gramm-Leach-Bliley Act of 1999 ("GLBA") requires all financial institutions offering financial products or services to retail customers to provide such customers with the financial institution's privacy policy and practices for sharing nonpublic information with third parties, provide advance notice of any changes to the policies and provide such customers the opportunity to "opt out" of the sharing of certain personal financial information with unaffiliated third parties. It also requires banks to safeguard personal information of consumer customers.

Some state laws also protect the privacy of information of state residents and require adequate security for such data, and certain state laws may, in some circumstances, require Green Dot Bank to notify affected individuals of security breaches of computer databases that contain their personal information. These laws may also require Green Dot Bank to notify law enforcement, regulators or consumer reporting agencies in the event of a data breach, as well as businesses and governmental agencies that own data.

Data privacy and data security are areas of increasing state legislative focus. For example, in November 2020, a ballot initiative called the California Privacy Rights Act ("CPRA"), passed in California. The CPRA will create additional obligations relating to personal information that would take effect on January 1, 2023 (with certain provisions having retroactive effect to January 1, 2022). The CPRA's implementing regulations are expected on or before July 1, 2022, and enforcement is scheduled to begin July 1, 2023. We will continue to monitor developments related to the CPRA. The full impact of the CPRA on our business is yet to be determined. In addition, laws similar to the CPRA may be adopted by other states where we do business and the federal government may also pass data privacy or data security legislation.

Like other lenders, Green Dot Bank and other of our subsidiaries use credit bureau data in their underwriting activities. Use of such data is regulated under the Fair Credit Reporting Act ("FCRA"), and the FCRA also regulates reporting information to credit bureaus, prescreening individuals for credit offers, sharing of information between affiliates and using affiliate data for marketing purposes. Similar state laws may impose additional requirements on Green Dot Corporation and Green Dot Bank.

### ***Consumer Protection Laws***

The CFPB has broad rulemaking authority over a wide range of federal consumer protection laws that apply to banks and other providers of financial products and services, including the authority to prohibit "unfair, deceptive or abusive" acts and practices. For example, our deposit products and operations are subject to the following federal laws, among others:

- the Truth in Savings Act and Regulation DD issued by the CFPB, which require disclosure of deposit terms to consumers;
- Regulation CC issued by the Federal Reserve, which relates to the availability of deposit funds to consumers;
- the Right to Financial Privacy Act, which imposes a duty to maintain the confidentiality of consumer financial records and prescribes procedures for complying with administrative subpoenas of financial records; and
- the Electronic Fund Transfer Act and Regulation E issued by the CFPB, which govern automatic deposits to and withdrawals from deposit accounts and customers' rights and liabilities arising from the use of automated teller machines and other electronic banking services.

The CFPB has also adopted amendments to Regulation E and Regulation Z to add protections for prepaid accounts ("CFPB Prepaid Rule"). The CFPB Prepaid Rule includes requirements related to treatment of funds on lost or stolen cards, error resolution and investigation, upfront fee disclosures, access to account information, and overdraft features if offered in conjunction with prepaid accounts. The CFPB Prepaid Rule became effective April 1, 2019.

Because Green Dot Bank has less than \$10 billion in total consolidated assets, the Federal Reserve, and not the CFPB, is responsible for examining and supervising Green Dot Bank's compliance with these and other federal consumer financial laws and regulations. In addition, the Dodd-Frank Act authorizes state attorneys general and state regulators to enforce consumer protection rules issued by the CFPB. State authorities have recently increased their focus on and enforcement of consumer protection rules.

### ***Money Transmission Licensing and Regulation***

Most U.S. states require licenses for persons engaged in the business of money transmission. These U.S. state licensing laws may subject money transmitters to periodic examinations and may require them and their agents to comply with federal and/or state anti-money laundering laws and regulations. We have obtained licenses to operate as a money transmitter in all U.S. jurisdictions in which such a license is required for us to conduct our business.

### ***Payment Networks***

In order to provide our products and services, we, as well as Green Dot Bank, are contracted members with Visa and MasterCard. Therefore, we and Green Dot Bank are subject to Visa and MasterCard's respective payment network rules and standards. These rules and standards implicate a variety of our activities and services, including by imposing data security obligations, allocating liability for certain acts or omissions (including liability in the event



of a data breach) and providing rules governing how consumers and merchants may use their cards. Payment networks may, and routinely do, modify these rules and standards as they determine in their sole discretion and with or without advance notice to us. These modifications may impose additional costs and expenses on, or may otherwise be disadvantageous to, our business. In addition, we are subject to audit by various payment networks. The payment networks may fine or penalize us or suspend our registration if those audits find that we have failed to comply with applicable rules and standards.

### ***Escheatment Laws***

Unclaimed property laws of every U.S. jurisdiction require that we track certain information on our card products and services and that, if customer funds are unclaimed at the end of an applicable statutory abandonment period, the proceeds of the unclaimed property be remitted to the appropriate jurisdiction. We manage escheatment law compliance with respect to our card products and services and have an ongoing program to comply with those laws. Statutory abandonment periods applicable to our card products and services typically range from three to seven years.

### **Human Capital**

As of December 31, 2020, we had approximately 1,200 full-time employees globally, of which approximately 72% are in the United States, and 28% are in China. None of our employees is represented by a labor union or is covered by a collective bargaining agreement. Human capital measures and objectives that we focus on in managing our business include employee health and safety, talent acquisition and retention, employee feedback, and development and training.

### ***Employee Health and Safety and COVID-19***

During the COVID-19 pandemic, our primary focus has been on the safety and well-being of our employees and their families. In response to the pandemic, we mandated that our employees work from home, required contractors to work remotely and implemented strict travel restrictions. Our offices in China have since reopened consistent with local guidelines. We have shifted to a remote workforce strategy for most of our U.S. personnel. In addition, to reinforce a deep connection and establish clear direction with our employees, we have significantly increased leadership updates and management outreach. As the pandemic continues, the health and well-being of our workforce remains our top priority while we ensure productivity while working from home.

### ***Engaging the Entire Team***

We address employee engagement through three foundational areas: recruiting and retaining a talented workforce, soliciting and addressing employee feedback, and frequent management outreach to ensure commitment, engagement, continuous learning and skills development.

### ***Talent Acquisition and Retention***

Our workforce is representative of the industry we serve. We are highly technical, enjoy pushing the boundaries of what is possible and are individually innovative. We work to retain employees in a number of ways, including providing exciting and challenging assignments, having strong leadership and management, providing the opportunity to learn new skills and advance careers, having strong technology, customer relationships and business, along with providing competitive and equitable total rewards.

To ensure a compelling total rewards philosophy and practice, we have practices in place to deliver fair and equitable compensation for employees based on their contribution and performance. We benchmark for market practices, and regularly review our compensation against the market to ensure it remains competitive. We also offer a comprehensive and tailored set of benefits for employees and their families, providing protection from unexpected losses or medical expenses. Our benefits programs are tailored to the various geographies in which we operate, and include a variety of competitive health plans, a 401(k) plan with company match, an employee stock purchase plan and employee assistance program.

### ***Employee Feedback***

We believe in continual improvement and use employee feedback to drive and improve processes that support our customers and ensure a deep understanding of our culture and vision among our employees. We embrace an open-door policy where collaboration between all levels of team members and across multiple departments is encouraged and celebrated. In addition, during 2020, we conducted several surveys to understand our employees' well-being during the COVID-19 pandemic and to more effectively guide our response.

We also believe that ongoing performance feedback encourages greater engagement in our business and improved individual performance.

### ***Empowering Our Workforce***

Over the past year, to support our remote workforce, we introduced an online learning platform to ensure that our employees can continue to learn and develop. Our management training is designed to increase capability in the areas of communication, engagement, coaching, inclusion and diversity, hiring and on-boarding, business skills and ensuring an ethical and supportive work environment free from bias and harassment. As employees advance in their careers, our training framework builds new capabilities on established foundational skills. Our regions and business teams also customize development programs for their specific needs.

Also, to promote the highest standards of honest and ethical business conduct and compliance with applicable laws, we have adopted codes of business conduct and ethics that apply to all of our board members, officers and employees and which are posted on the Investor Relations section of our website located at <http://ir.greendot.com>, by clicking on "Governance."

### **Other Information**

We were incorporated in Delaware in 1999 and became a bank holding company under the BHC Act and a member bank of the Federal Reserve System in December 2011.

We maintain a website at [www.greendot.com](http://www.greendot.com). We make available free of charge, on or through our website via the Investor Relations section at [ir.greendot.com](http://ir.greendot.com), our annual report on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, and all amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Exchange Act as soon as reasonably practicable after filing such material electronically or otherwise furnishing it to the Securities and Exchange Commission, or the SEC. References to website addresses in this report are intended to be inactive textual references only, and none of the information contained on our website is part of this report or incorporated in this report by reference.



## ITEM 1A. Risk Factors

### COVID-19 RISKS

***The COVID-19 pandemic has and may continue to significantly affect how we and our retail distributors are operating our businesses.***

Our operations have and may continue to be negatively affected by a range of external factors related to the COVID-19 pandemic that are not within our control. As a result of the COVID-19 pandemic, our personnel in China and the United States continue to be subject to certain restrictions and our U.S. offices remain closed, which could increase our costs, lower productivity or otherwise impact our business, results of operations and financial condition while these conditions persist. In addition, many of the third-party call centers we rely on to provide customer support were closed during portions of the first and second quarter of 2020 due to the pandemic, which resulted in delayed responses to customers and a higher usage of automated services, and contributed to higher transaction losses compared to prior periods. While such staffing issues have been resolved, it is possible that we may continue to experience similar issues in the future due to the pandemic. The business and operations of our retail distributors and our BaaS and other partners have likewise been disrupted, with many experiencing reduced foot traffic or usage of their services. If the COVID-19 pandemic has a substantial and prolonged impact on our employees, partners or distributors' attendance or productivity, our results of operations and overall financial performance may be adversely harmed.

The duration and magnitude of the effects of COVID-19 remain uncertain and dependent on various factors, including the continued severity and transmission rate of the virus and new variants of the virus, the nature of and duration for which the preventative measures remain in place, the extent and effectiveness of containment and mitigation efforts, including vaccination programs, the type of stimulus measures and other policy responses that the U.S. government may further adopt, and the impact of these and other factors on our employees, customers, retail distributors, partners and vendors. The conditions caused by the COVID-19 pandemic adversely affected our customers' spending levels and ability or willingness to purchase our products and services through our retail distributors, lowered the volume of transactions through our BaaS and PayCard programs and delayed the launching of new products and services, although governmental actions such as the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) helped mitigate the effects of COVID-19 on our business in 2020, and in December 2020, a \$900 billion economic stimulus package was signed into law, providing for additional direct payments and enhanced unemployment benefits through March 2021. There has also been significant discussion among lawmakers regarding another economic relief package, which may provide for further direct payments and extend unemployment benefits. However, unless the government extends the duration of these additional unemployment benefits and does not significantly reduce these benefits, or offers comparable or better benefits, our customers' spending levels and usage of our products may be impacted, resulting in additional uncertainty on our revenue results for the remainder of 2021. Further, if an additional economic relief package is signed into law, which provides for substantial additional benefits, we may need to increase the size of our cash contributions to our subsidiary bank, Green Dot Bank, to maintain its capital, leverage and other financial commitments. This could potentially impact our ability to pursue strategic transactions based on our current sources of liquidity and we may need to raise additional financing as a result.

As a result of the pandemic, we have experienced and may continue to experience increased costs, including higher call center costs and disputed transaction losses, which could continue to adversely affect our business, results of operations, and financial condition in future periods. Additionally, concerns over the economic impact of the COVID-19 pandemic have caused extreme volatility in financial and other capital markets, which may adversely affect our stock price and our ability to access capital markets in the future.

We have taken steps to strengthen our liquidity position and ensure we have ample flexibility to pursue strategic priorities. Should we require credit at levels we are unable to access, the cost of credit is greater than expected, or the cost-savings measures we have implemented are ineffective or result in us incurring greater costs, our operating results could be adversely affected. Further, additional borrowings on our revolving line of credit have and will cause us to incur additional interest expense, which will negatively affect our earnings.

Please see "Management's Discussion and Analysis of Financial Position and Results of Operations" for a more detailed discussion of the potential impact of the COVID-19 pandemic and associated economic disruptions.

## RISKS RELATED TO OUR BUSINESS

### ***The loss of operating revenues from Walmart or any of our largest retail distributors would adversely affect our business.***

A significant portion of our operating revenues are derived from the products and services sold at our four largest retail distributors. As a percentage of total operating revenues, operating revenues derived from products and services sold at the store locations of Walmart was approximately 27.0% for the year ended December 31, 2020. We expect that Walmart will continue to have a significant impact on our operating revenues in future periods, particularly in our Account Services segment. It would be difficult to replace Walmart and the operating revenues derived from products and services sold at their stores. Accordingly, the loss of Walmart or any significant decrease in customers' spending levels and ability or willingness to purchase our account products through Walmart, for any reason, including due to the COVID-19 pandemic, would have a material adverse effect on our business and results of operations. In addition, any publicity associated with the loss of any of our large retail distributors could harm our reputation, making it more difficult to attract and retain consumers and other retail distributors, and could lessen our negotiating power with our remaining and prospective retail distributors.

The term of our Walmart Money Card agreement (which governs the MoneyCard program) expires on January 31, 2027, unless renewed under its automatic renewal provision, which provides for a one-year extension. Our contracts with our three other largest retail distributors have terms that are set to expire at various dates through 2022, with some subject to automatic renewal provisions. Our contracts with Walmart and our three other largest retail distributors can in limited circumstances, such as our material breach or insolvency or, in the case of Walmart, our failure to meet agreed-upon service levels, certain changes in control, and our inability or unwillingness to agree to requested pricing changes, be terminated by these retail distributors on relatively short notice. There can be no assurance that we will be able to continue our relationships with our largest retail distributors on the same or more favorable terms in future periods or that our relationships will continue beyond the terms of our existing contracts with them. Our operating revenues and results of operations could suffer if, among other things, any of our retail distributors renegotiates, terminates or fails to renew, or to renew on similar or favorable terms, its agreement with us or otherwise chooses to modify the level of support it provides for our products.

### ***Our base of tax preparation partners is concentrated and the performance of our Processing and Settlement Services segment depends in part on our ability to retain existing partners.***

If one or more of our major tax preparation partners were to substantially reduce or stop offering our services to their customers, our tax refund processing services business, a component of our Processing and Settlement Services segment, results of operations and financial condition would be harmed. Substantially all the revenues we generate from our tax refund processing services business have come from sales through a relatively small number of tax preparation firms. We do not have long-term contractual commitments from any of our current tax preparation partners and our tax preparation partners may elect to not renew their contracts with us with little or no advance notice. As a result, we cannot be assured that any of our current tax preparation partners will continue to partner with us past the terms in their current agreements. A termination of our relationships with certain tax preparation partners that provide commercial tax preparation software would result in lost revenue and the loss of the ability to secure future relationships with new or existing tax preparation firms that use such tax software.

### ***Our future success depends upon the active and effective promotion of our products and services by retail distributors and tax preparation partners.***

Most of our operating revenues are derived from our products and services sold at the stores of our retail distributors. In addition, a large portion of our Processing and Settlement Services revenues is dependent on tax preparation partners as the revenues we generate from our tax refund processing services are largely derived from products and services sold through retail tax preparation businesses and income tax software providers. Revenues from our retail distributors and tax preparation partners depend on a number of factors outside our control and may vary from period to period. Because we compete with many other providers of products and services for placement and promotion of products in the stores of our retail distributors or in conjunction with the delivery of tax preparation services by our tax preparation providers, our success depends on the willingness of our retail distributors and tax preparation partners to promote our products and services successfully. In general, our contracts with these third parties allow them to exercise significant discretion over the placement and promotion of our products and services, and they could give higher priority to the products and services of other companies for a variety of reasons. Accordingly, losing the support of our retail distributors and tax preparation partners might limit or reduce the sales of our products and services. Our operating revenues and operating expenses may also be negatively affected by the operational decisions by our retail distributors and tax preparation partners. For example, if a retail distributor reduces shelf space for our products or implements changes in its systems that disrupt the integration between its

systems and ours, our product sales could be reduced or decline and we may incur additional merchandising costs to ensure our products are appropriately stocked. Similarly, for a variety of reasons, many of our tax preparation partners that provide commercial income tax preparation software offer their customers several types for tax refund processing services, including those of our competitors. Even if our retail distributors and tax preparation partners actively and effectively promote our products and services, there can be no assurance that their efforts will maintain or result in growth of our operating revenues.

***We make significant investments in products and services that may not be successful.***

Our prospects for growth depend on our ability to innovate by offering new, and adding value to our existing, product and service offerings and on our ability to effectively commercialize such innovations. For example, in January 2021, we launched GO2bank, a new mobile bank account aimed at serving the low-and moderate-income market. We will continue to make investments in research, development, and marketing for new products and services. If customers do not perceive our new offerings as providing significant value, they may fail to accept our new products and services, which would negatively impact our operating revenues. We may not achieve significant operating revenues from new product and service investments for a number of years, if at all. Moreover, new products and services may not be profitable, and even if they are profitable, operating margins for new products and services may not be as high as the margins we have experienced in the past.

***Future revenue growth depends on our ability to retain and attract new long-term users of our products.***

Our ability to increase account usage and account holder retention and to attract new long-term users of our products can have a significant impact on our operating revenues. We may be unable to generate increases in account usage, account holder retention or attract new long-term users of our products for a number of reasons, including if we are unable to maintain our existing distribution channels, predict accurately consumer preferences or industry changes and modify our products and services on a timely basis in response thereto, produce new features and services that appeal to existing and prospective customers, and influence account holder behavior through cardholder retention and usage incentives. Our results of operations could vary materially from period to period based on the degree to which we are successful in increasing usage and retention and attracting long-term users of our products. Additionally, while the impact on our total operating revenues from the decline in total number of active accounts in our Account Services segment in recent periods has been limited, if this trend persists over a long period or deteriorates more rapidly in the short term, our financial results would be materially impacted.

***Seasonal fluctuations in the use of our products and services impact our results of operations and cash flows.***

Our results of operations and cash flows vary from quarter to quarter, and periodically decline, due to the seasonal nature of the use of our products and services. For example, our results of operations for the first half of each year have been favorably affected by large numbers of taxpayers electing to receive their tax refunds via direct deposit on our accounts, which caused our operating revenues to be typically higher in the first half of those years than they were in the corresponding second half of those years. Our tax refund processing services business is also highly seasonal as it generates the substantial majority of its revenue in the first quarter, and substantially all of its revenue in the first half of each calendar year. To the extent that seasonal fluctuations become more pronounced, or are not offset by other factors, our results of operations and cash flows from operating activities could fluctuate materially from period to period.

***The industries in which we compete are highly competitive.***

The industries in which we compete are highly competitive and subject to rapid and significant changes. We compete against companies and financial institutions across the retail banking, financial services, transaction processing, consumer technology and financial technology services industries and may compete with others in the market who may in the future provide offerings similar to ours, particularly vendors who provide program management and other services through a platform similar to our BaaS platform. These and other competitors in the banking and electronic payments industries are introducing innovative products and services that may compete with ours. We expect that this competition will continue as banking and electronic payments industries continue to evolve, particularly if non-traditional payments processors and other parties gain greater market share in these industries. If we are unable to differentiate our products and platform from and/or successfully compete with those of our competitors, our revenues, results of operations, prospects for future growth and overall business could be materially and adversely affected.

Many existing and potential competitors are entities substantially larger in size, more highly diversified in revenue and substantially more established with significantly more broadly known brand awareness than ours. As such, many of our competitors can leverage their size, robust networks, financial wherewithal, brand awareness,

pricing power and technological assets to compete with us. Additionally, some of our current and potential competitors are subject to fewer regulations and restrictions than we are, and thus may be able to respond more quickly in the face of regulatory and technological changes.

We are also experiencing increased competition as a result of new entrants offering free or low-cost alternatives to our products and services. In recent years, “challenger” banks have gained market share through the marketing of their largely free bank account offerings, contributing to a decline in the total number of our active accounts and associated revenue in recent periods. To the extent these new entrants continue to take market share at our expense, we expect that the purchase and use of our products and services would decline. In response to such challenger banks, we recently launched GO2bank, a new mobile bank account aimed at serving the low-and moderate-income market with tools that help address common financial challenges and opportunities to improve long-term financial health. If GO2bank is not successful or our competitive position deteriorates further, we may have to increase the incentives that we offer to our retail distributors and our tax preparation partners, or directly to consumers, and decrease the prices of our products and services, any of which would likely adversely affect our results of operations.

***We may not keep pace with the rapid technological developments in our industry and the larger electronic payments industry.***

The electronic payments industry is subject to rapid and significant technological changes. We cannot predict the effect of technological changes on our business. We rely in part on third parties for the development of, and access to, new technologies. We expect that new services and technologies applicable to our industry will continue to emerge, and these new services and technologies may be superior to, or render obsolete, the technologies we currently utilize in our products and services. Additionally, we may make future investments in, or enter into strategic alliances to develop, new technologies and services or to implement infrastructure change to further our strategic objectives, strengthen our existing businesses and remain competitive. However, our ability to transition to new services and technologies that we develop may be inhibited by a lack of industry-wide standards, by resistance from our retail distributors, BaaS platform partners, third-party processors or consumers to these changes, or by the intellectual property rights of third parties. These initiatives are inherently risky, and they may not be successful or may have an adverse effect on our business, financial condition and results of operations.

***Fraudulent and other illegal activity involving our products and services could adversely affect our financial position and results of operations.***

Criminals are using increasingly sophisticated methods to engage in illegal activities using deposit account products (including prepaid cards), reload products, or customer information. Illegal activities involving our products and services often include malicious social engineering schemes. Illegal activities may also include fraudulent payment or refund schemes and identity theft. We rely upon third parties for transaction processing services, which subjects us and our customers to risks related to the vulnerabilities of those third parties. A single significant incident of fraud, or increases in the overall level of fraud, involving our cards and other products and services, have in the past and could in the future, result in reputational damage to us. Such damage could reduce the use and acceptance of our cards and other products and services, cause retail distributors to cease doing business with us, or lead to greater regulation that would increase our compliance costs. Fraudulent activity could also result in the imposition of regulatory sanctions, including significant monetary fines, which could adversely affect our business, results of operations and financial condition.

To address the challenges that we face with respect to fraudulent activity, we have implemented risk control mechanisms that have made it more difficult for all customers, including legitimate customers, to obtain and use our products and services. We believe it is likely that our risk control mechanisms may continue to adversely affect our new card activations for the foreseeable future and that our operating revenues will be negatively impacted as a result.

***We are exposed to losses from customer accounts.***

Fraudulent activity involving our products may lead to customer disputed transactions, for which we may be liable under banking regulations and payment network rules. Our fraud detection and risk control mechanisms may not prevent all fraudulent or illegal activity. To the extent we incur losses from disputed transactions, our business, results of operations and financial condition could be materially and adversely affected. Additionally, our cardholders can incur charges in excess of the funds available in their accounts, and we may become liable for these overdrafts. While we decline authorization attempts for amounts that exceed the available balance in a cardholder’s account, the application of card association rules, the timing of the settlement of transactions and the assessment of the card’s monthly maintenance fee, among other things, can result in overdrawn accounts.

Maintenance fee assessment overdrafts occur as a result of our charging a cardholder, pursuant to the card's terms and conditions, the monthly maintenance fee at a time when he or she does not have sufficient funds in his or her account. Our remaining overdraft exposure arises primarily from late-posting. A late-post occurs when a merchant posts a transaction within a payment network-permitted timeframe but subsequent to our release of the authorization for that transaction, as permitted by card association rules. Under card association rules, we may be liable for the transaction amount even if the cardholder has made additional purchases in the intervening period and funds are no longer available on the card at the time the transaction is posted.

We consider overdrawn account balances to be our receivables due from cardholders. We maintain reserves to cover the risk that we may not recover these receivables due from our cardholders, but our exposure may increase above these reserves for a variety of reasons, including our failure to predict the actual recovery rate accurately. To the extent we incur losses from overdrafts above our reserves or we determine that it is necessary to increase our reserves substantially, our business, results of operations and financial condition could be materially and adversely affected.

***We face settlement risks from our distributors and banking partners, which may increase during an economic recession.***

Most of our business is conducted through retail distributors that sell our products and services to consumers at their store locations. Our retail distributors collect funds from the consumers who purchase our products and services and then must remit these funds directly to accounts established for the benefit of these consumers at the banks that issue our cards. The remittance of these funds by the retail distributor takes on average two business days. If a retail distributor becomes insolvent, files for bankruptcy, commits fraud or otherwise fails to remit proceeds to our card issuing bank from the sales of our products and services, we are liable for any amounts owed to our customers. As of December 31, 2020, we had assets subject to settlement risk of \$782.3 million. Given the possibility of recurring volatility in global financial markets, the approaches we use to assess and monitor the creditworthiness of our retail distributors may be inadequate, and we may be unable to detect and take steps to mitigate an increased credit risk in a timely manner. Economic recessions, such as the current recession due to the COVID-19 pandemic, could result in settlement losses, whether or not directly related to our business. We are not insured against these risks. Significant settlement losses could have a material adverse effect on our business, results of operations and financial condition.

***Economic, political and other conditions may adversely affect trends in consumer spending.***

The electronic payments industry, including the prepaid financial services segment within that industry, depends heavily upon the overall level of consumer spending. On June 8, 2020, the National Bureau of Economic Research announced that the United States was in an economic recession. A prolonged recession may result in us experiencing a reduction in the number of our accounts that are purchased or reloaded, the number of transactions involving our cards and the use of our reload network and related services. A sustained reduction in the use of our products and related services, either as a result of a general reduction in consumer spending or as a result of a disproportionate reduction in the use of card-based payment systems, would materially harm our business, results of operations and financial condition.

***We must be able to operate and scale our technology effectively.***

Our ability to continue to provide our products and services to network participants, as well as to enhance our existing products and services and offer new products and services, is dependent on our information technology systems. If we are unable to manage and scale the technology associated with our business effectively, we could experience increased costs, reductions in system availability and losses of our network participants. Any failure of our systems in scalability and functionality would adversely impact our business, financial condition and results of operations.

***Our business could suffer if there is a decline in the use of prepaid cards as a payment mechanism or there are adverse developments with respect to the prepaid financial services industry in general.***

As the prepaid financial services industry evolves, consumers may find prepaid financial services to be less attractive than traditional or other financial services. Consumers might not use prepaid financial services for any number of reasons, including the general perception of our industry, new technologies, a decrease in our distribution partners' willingness to sell these products as a result of a more challenging regulatory environment or other factors outside of our control such as the current economic recession due to the COVID-19 pandemic. If consumers do not continue or increase their usage of prepaid cards, including making changes in the way prepaid cards are loaded, our operating revenues may decline. Any projected growth for the industry may not occur or may occur more slowly than estimated. If consumer acceptance of prepaid financial services does not continue to develop or develops



more slowly than expected or if there is a shift in the mix of payment forms, such as cash, credit cards, traditional debit cards and prepaid cards, away from our products and services, it could have a material adverse effect on our financial position and results of operations.

## RISKS RELATED TO OUR OPERATIONS

***Our business is dependent on the efficient and uninterrupted operation of computer network systems and data centers, including third party systems.***

Our ability to provide reliable service to customers and other network participants depends on the efficient and uninterrupted operation of our computer network systems and data centers as well as those of our retail distributors, network acceptance members and third-party processors. Our business involves the movement of large sums of money, the processing of large numbers of transactions and the management of the data necessary to do both. Our success in our account programs, including our BaaS programs, as well as our processing and settlement services, depends upon the efficient and error-free handling of the money that is collected, remitted or deposited in connection with the provision of our products and services. We rely on the ability of our employees, systems and processes and those of the banks that issue our cards, our retail distributors, tax refund preparation partners, other business partners and third-party processors to process and facilitate these transactions in an efficient, uninterrupted and error-free manner. Their failure to do so could materially and adversely impact our operating revenues and results of operations, particularly during the tax season, when we derive substantially all of our operating revenues for our tax refund processing services and a significant portion of our other operating revenues.

Our systems and the systems of third-party processors are susceptible to outages and interruptions due to fire, natural disaster, power loss, telecommunications failures, software or hardware defects, terrorist attacks, pandemics such as the COVID-19 pandemic and similar events. We use both internally developed and third-party systems, including cloud computing and storage systems, for our services and certain aspects of transaction processing. Interruptions in our service may result for a number of reasons. For example, the data center hosting facilities that we use could be closed without adequate notice or suffer unanticipated problems resulting in lengthy interruptions in our service. Moreover, as we continue to add data centers and add capacity in our existing data centers, we could experience problems transferring customer accounts and data, impairing the delivery of our service.

Any damage to, or failure of, or delay in our processes or systems generally, or those of our vendors (including as a result of disruptions at our third-party data center hosting facilities and cloud providers), or an improper action by our employees, agents or third-party vendors, could result in interruptions in our service, causing customers, retail distributors and other partners to become dissatisfied with our products and services or obligate us to issue credits or pay fines or other penalties to them. Sustained or repeated process or system failures could reduce the attractiveness of our products and services, including our BaaS platform, and result in contract terminations, thereby reducing operating revenue and harming our results of operations. Further, negative publicity arising from these types of disruptions could be damaging to our reputation and may adversely impact use of our products and services, including our BaaS platform, and adversely affect our ability to attract new customers and business partners. Additionally, some of our contracts with retail distributors, including our contract with Walmart, contain service level standards pertaining to the operation of our systems, and provide the retail distributor with the right to collect damages and potentially to terminate its contract with us for system downtime exceeding stated limits. If we face system interruptions or failures, our business interruption insurance may not be adequate to cover the losses or damages that we incur. In addition, our insurance costs may also increase substantially in the future to cover the costs our insurance carriers may incur.

***A data security breach could expose us to liability and protracted and costly litigation, and could adversely affect our reputation and operating revenues.***

We and our retail distributors, tax preparation partners, network acceptance members, third-party processors and the merchants that accept our cards receive, transmit and store confidential customer and other information in connection with the sale and use of our products and services. Our encryption software and the other technologies we use to provide security for storage, processing and transmission of confidential customer and other information may not be effective to protect against data security breaches by third parties. The risk of unauthorized circumvention of our security measures has been heightened by advances in computer capabilities and the increasing sophistication of hackers. Our retail distributors, tax preparation partners, network acceptance members, other business partners, third-party processors and the merchants that accept our cards also may experience similar security breaches involving the receipt, transmission and storage of our confidential customer and other information. Improper access to our or these third parties' systems or databases could result in the theft, publication, deletion or modification of confidential customer and other information.

A data security breach of the systems on which sensitive cardholder or other customer or end-customer data and account information are stored could lead to fraudulent activity involving our products and services, reputational damage and claims or regulatory actions against us. If we are sued in connection with any data security breach, we could be involved in protracted and costly litigation. If unsuccessful in defending that litigation, we might be forced to pay damages and/or change our business practices, any of which could have a material adverse effect on our operating revenues and profitability. We would also likely have to pay (or indemnify the banks that issue our cards for) fines, penalties and/or other assessments imposed by Visa or MasterCard as a result of any data security breach. Further, a significant data security breach could lead to additional regulation, which could impose new and costly compliance obligations. In addition, a data security breach at one of the third-party banks that issue our cards or at our retail distributors, tax preparation partners, network acceptance members, other business partners, third-party processors or the merchants that accept our cards could result in significant reputational harm to us and cause the use and acceptance of our cards or other products and services to decline, either of which could have a significant adverse impact on our operating revenues and future growth prospects. Moreover, it may require substantial financial resources to address and remediate any such breach, including additional costs for replacement cards, manufacturing, distribution, re-stocking fees, fraud monitoring and other added security measures, among others, which could have a significant adverse impact on our operating results.

***Replacing third-party vendors would be difficult and disruptive to our business.***

Some services relating to our business, including fraud management and other customer verification services, transaction processing and settlement, card production, and customer service, are outsourced to third-party vendors. We also depend on third-party banks to assist with our tax refund processing services. It would be difficult to replace some of our third-party vendors in a timely manner if they were unwilling or unable to provide us with these services during the term of their agreements with us and our business and operations could be adversely affected. In particular, due to the seasonality in our business, any material service interruptions or service delays with key vendors during the tax season could result in losses that have an even greater adverse effect on that business than would be the case with our overall business.

Further, we have in the past and may in the future experience operational issues with the third-party call centers that we rely on to provide customer support. For example, recently, many of our U.S. and international third-party call centers were closed during portions of the first and second quarters of 2020 due to the COVID-19 pandemic, which resulted in delayed responses to customers and a higher usage of automated services. While such issues have largely been resolved, these conditions contributed to transaction losses as compared to prior periods. Any prolonged closure or disruption in the services provided by such call centers could have an adverse effect on our business.

***Some of our operations, including a significant portion of our software development operations, are located outside of the United States, which subjects us to additional risks.***

We have significantly expanded our software development operations in Shanghai, China and we expect to continue to increase headcount and infrastructure as we scale our operations in this region. A prolonged disruption at our China facility for any reason due to natural- or man-made disasters, outbreaks of disease, such as the COVID-19 pandemic, climate change or other events outside of our control, such as equipment malfunction or large-scale outages or interruptions of service from utilities or telecommunications providers, could potentially delay our ability to launch new products or services, which could materially and adversely affect our business. Additionally, as a result of our international operations, we face numerous other challenges and risks, including:

- increased complexity and costs of managing international operations;
- regional economic instability;
- geopolitical instability and military conflicts;
- limited protection of our intellectual property and other assets;
- compliance with local laws and regulations and unanticipated changes in local laws and regulations, including tax laws and regulations;
- foreign currency exchange fluctuations relating to our international operating activities;
- local business and cultural factors that differ from our normal standards and practices; and
- differing employment practices and labor relations.

## REGULATORY AND LEGAL RISKS

***As a bank holding company, we are subject to extensive and potentially changing regulation and may be required to serve as a source of strength for Green Dot Bank.***

As a bank holding company, we are subject to comprehensive supervision and examination by the Federal Reserve Board and the State of Utah Department of Financial Institutions and must comply with applicable regulations and other commitments we have agreed to, including financial commitments with respect to minimum capital and leverage requirements. If we fail to comply with any of these requirements, we may become subject to formal or informal enforcement actions, proceedings, or investigations, which could result in regulatory orders, restrictions on our business operations or requirements to take corrective actions, which may, individually or in the aggregate, affect our results of operations and restrict our ability to grow. If we fail to comply with the applicable capital and leverage requirements, or if our subsidiary bank fails to comply with its applicable capital and leverage commitments, the Federal Reserve Board may limit our ability to pay dividends or fund stock repurchases, or if we become less than adequately capitalized, require us to raise additional capital. In addition, as a bank holding company and a financial holding company, we are generally prohibited from engaging, directly or indirectly, in any activities other than those permissible for bank holding companies and financial holding companies. This restriction might limit our ability to pursue future business opportunities which we might otherwise consider but which might fall outside the scope of permissible activities.

***The failure by Green Dot Bank to maintain its status as a "well-capitalized" institution could have a serious adverse effect on its ability to conduct key portions of its current deposit-taking activity.***

A vast majority of Green Dot Bank's deposits are currently classified as brokered. If Green Dot Bank ceases to be categorized as "well capitalized" under banking regulations, it could be prohibited from accepting, renewing or rolling over brokered deposits without the consent of the FDIC. In such a case, the FDIC's refusal to grant consent to our accepting, renewing or rolling over brokered deposits could materially adversely affect the financial condition and operations of Green Dot Bank and the Company and could effectively restrict the ability of Green Dot Bank to operate its business lines as presently conducted. In December 2020, the FDIC issued a final rule relating to the brokered deposits restrictions that apply to less than well capitalized insured depository institutions. The final rule establishes a new framework for analyzing certain provisions of the "deposit broker" definition, including "placing deposits," "facilitating the placement of deposits" and "primary purpose." The final rule will be effective on April 1, 2021, with full compliance with the brokered deposit part of the regulation extended to January 1, 2022. The extended compliance date is intended to provide sufficient time for financial institutions to put in place systems to implement the new regulatory regime and to allow the FDIC to develop internal processes and systems to ensure a consistent and robust review process. We cannot predict how the FDIC will implement the new rule and whether it will result in a change in the way our deposits are classified.

***Failure by us and our business partners to comply with applicable laws and regulations could have an adverse effect on our business, financial position and results of operations.***

The banking, financial technology, transaction processing and tax refund processing services industries are highly regulated, and failure by us, the banks that issue our cards or the businesses that participate in our reload network or other business partners to comply with the laws and regulations to which we are subject could negatively impact our business. We are subject to state money transmission licensing requirements and a wide range of federal and other state laws and regulations. In particular, our products and services are subject to an increasingly strict set of legal and regulatory requirements intended to protect consumers and to help detect and prevent money laundering, terrorist financing and other illicit activities. For example, we are subject to the anti-money laundering reporting and recordkeeping requirements of the Bank Secrecy Act ("BSA"), as amended by the PATRIOT Act. In addition, legal requirements relating to the collection, storage, handling, use, disclosure, transfer, and security of personal data continue to increase, along with enforcement actions and investigations by regulatory authorities related to data security incidents and privacy violations.

From time to time, federal and state legislators and regulatory authorities, including state attorney generals, increase their focus on the banking, consumer financial services and tax preparation industries and may propose and adopt new legislation or guidance that could result in significant adverse changes in the regulatory landscape for financial institutions and financial services companies. Accordingly, changes in laws and regulations or the interpretation or enforcement thereof may occur that could increase our compliance and other costs of doing business, require significant systems redevelopment, or render our products or services less profitable or obsolete, any of which could have an adverse effect on our results of operations. For example, we could face more stringent anti-money laundering rules and regulations, as well as more stringent licensing rules and regulations, compliance with which could be expensive and time consuming. In addition, adverse rulings relating to the industries in which



we participate could cause our products and services to be subject to additional laws and regulations, which could make our products and services less profitable.

If additional regulatory requirements were imposed on the sale of our products and services and our bank, the requirements could lead to a loss of retail distributors, tax preparation partners or other business partners, which, in turn, could materially and adversely impact our operations. Moreover, if our products are adversely impacted by the interpretation or enforcement of these regulations or if we or any of our retail distributors or tax preparation partners were unwilling or unable to make any such operational changes to comply with the interpretation or enforcement thereof, we would no longer be able to sell our products and services through that noncompliant retail distributor or tax preparation partner, which could have a material adverse effect on our business, financial position and results of operations.

Failure by us or those businesses to comply with the laws and regulations to which we are or may become subject could result in fines, penalties or limitations on our ability to conduct our business, or federal or state actions, any of which could significantly harm our reputation with consumers, banks that issue our cards and regulators, and could materially and adversely affect our business, operating results and financial condition. Many of these laws can be unclear and inconsistent across various jurisdictions and ensuring compliance with them could be difficult and costly. If new regulations or laws result in changes in the way we are regulated, these regulations could expose us to increased regulatory oversight, more burdensome regulation of our business, and increased litigation risk, each of which could increase our costs and decrease our operating revenues. Furthermore, limitations placed on the fees we charge or the disclosures that must be provided with respect to our products and services could increase our costs and decrease our operating revenues.

***Changes in rules or standards set by the payment networks, or changes in debit network fees or products or interchange rates, could adversely affect our business, financial position and results of operations.***

We are subject to association rules that could subject us to a variety of fines or penalties that may be levied by the card associations or networks for acts or omissions by us or businesses that work with us, including card processors, such as MasterCard PTS. The termination of the card association registrations held by us or any changes in card association or other debit network rules or standards, including interpretation and implementation of existing rules or standards, that increase the cost of doing business or limit our ability to provide our products and services could have an adverse effect on our business, operating results and financial condition. In addition, from time to time, card associations may increase the fees that they charge, which could increase our operating expenses, reduce our profit margin and adversely affect our business, results of operations and financial condition.

Furthermore, a substantial portion of our operating revenues is derived from interchange fees. For the year ended December 31, 2020, interchange revenues represented 28% of our total operating revenues, and we expect interchange revenues to continue to represent a significant percentage of our total operating revenues. The amount of interchange revenues that we earn is highly dependent on the interchange rates that the payment networks set and adjust from time to time.

The enactment of the Dodd-Frank Act required the Federal Reserve Board to implement regulations that have substantially limited interchange fees for many issuers. While the interchange rates that may be earned by us and our subsidiary bank are exempt from the limitations imposed by the Dodd-Frank Act, there can be no assurance that future regulation or changes by the payment networks will not impact our interchange revenues substantially. If interchange rates decline, whether due to actions by the payment networks or future regulation, we would likely need to change our fee structure to offset the loss of interchange revenues. However, our ability to make these changes is limited by the terms of our contracts and other commercial factors, such as price competition. To the extent we increase the pricing of our products and services, we might find it more difficult to acquire consumers and to maintain or grow card usage and customer retention, and we could suffer reputational damage and become subject to greater regulatory scrutiny. We also might have to discontinue certain products or services. As a result, our total operating revenues, operating results, prospects for future growth and overall business could be materially and adversely affected.

***Litigation or investigations could result in significant settlements, fines or penalties.***

We are subject to regulatory oversight in the normal course of our business and have been and from time to time may be subject to securities class actions and other litigation or regulatory or judicial proceedings or investigations. The outcome of litigation and regulatory or judicial proceedings or investigations is difficult to predict. Plaintiffs or regulatory agencies or authorities in these matters may seek recovery of very large or indeterminate amounts, seek to have aspects of our business suspended or modified or seek to impose sanctions, including significant monetary fines. The monetary and other impact of these actions, litigations, proceedings or investigations

may remain unknown for substantial periods of time. The cost to defend, settle or otherwise resolve these matters may be significant. Further, an unfavorable resolution of litigation, proceedings or investigations against us could have a material adverse effect on our business, operating results, or financial condition. In this regard, such costs could make it more difficult to maintain the capital, leverage and other financial commitments at levels we have agreed to with the Federal Reserve Board and the Utah Department of Financial Institutions. If regulatory or judicial proceedings or investigations were to be initiated against us by private or governmental entities, adverse publicity that may be associated with these proceedings or investigations could negatively impact our relationships with retail distributors, tax preparation partners, network acceptance members, other business partners and card processors and decrease acceptance and use of, and loyalty to, our products and related services, and could impact the price of our Class A common stock. In addition, such proceedings or investigations could increase the risk that we will be involved in litigation. The outcome of any such litigation is difficult to predict and the cost to defend, settle or otherwise resolve these matters may be significant. For the foregoing reasons, if regulatory or judicial proceedings or investigations were to be initiated against us by private or governmental entities, our business, results of operations and financial condition could be adversely affected or our stock price could decline.

***We may be unable to adequately protect our brand and our intellectual property rights related to our products and services or third parties may allege that we are infringing their intellectual property rights.***

The Green Dot, GoBank, MoneyPak, TPG and other brands and marks are important to our business, and we utilize trademark registrations and other means to protect them. Our business would be harmed if we were unable to protect our brand against infringement and its value was to decrease as a result. We also rely on a combination of patent, trademark and copyright laws, trade secret protection and confidentiality and license agreements to protect the intellectual property rights related to our products and services. We currently have 13 issued patents and 5 patent applications pending. Although we generally seek patent protection for inventions and improvements that we anticipate will be incorporated into our products and services, there is always a chance that our patents or patent applications could be challenged, invalidated or circumvented, or that an issued patent will not adequately cover the scope of our inventions or improvements incorporated into our products or services. Additionally, our patents could be circumvented by third parties.

We may unknowingly violate the intellectual property or other proprietary rights of others and, thus, may be subject to claims by third parties. Because of the existence of a large number of patents in the mobile technology field, the secrecy of some pending patents, and the rapid rate of issuance of new patents, it is not economically practical or even possible to determine in advance whether a product or any of its elements infringes or will infringe on the patent rights of others. Regardless of the merit of these claims, we may be required to devote significant time and resources to defending against these claims or to protecting and enforcing our own rights. We might also be required to develop a non-infringing technology or enter into license agreements and there can be no assurance that licenses will be available on acceptable terms and conditions, if at all. Some of our intellectual property rights may not be protected by intellectual property laws, particularly in foreign jurisdictions. The loss of our intellectual property or the inability to secure or enforce our intellectual property rights or to defend successfully against an infringement action could harm our business, results of operations, financial condition and prospects.

#### **RISKS RELATED TO OUR CAPITAL NEEDS AND INDEBTEDNESS**

***We might require additional capital to support our business in the future, and this capital might not be available on acceptable terms, or at all.***

If our unrestricted cash and cash equivalents balances and any cash generated from operations are not sufficient to meet our future cash requirements, we will need to access additional capital to fund our operations. We may also need to raise additional capital to take advantage of new business or acquisition opportunities. However, we may not be able to raise needed cash in a timely basis on terms acceptable to us or at all. Financings, if available, may be on terms that are dilutive or potentially dilutive to our stockholders. The holders of new securities may also receive rights, preferences or privileges that are senior to those of existing holders of our Class A common stock. In addition, if we were to raise cash through a debt financing, the terms of the financing might impose additional conditions or restrictions on our operations that could adversely affect our business. If we require new sources of financing but they are insufficient or unavailable, we would be required to modify our operating plans to take into account the limitations of available funding, which would harm our ability to maintain or grow our business. Should we require additional credit at levels we are unable to access, the cost of credit is greater than expected, or the cost-savings measures we have implemented are ineffective or result in us incurring greater costs, our operating results could be adversely affected. Further, additional borrowings on our revolving line of credit have and will cause us to incur additional interest expense, which will negatively affect our earnings.

***Our debt agreements contain restrictive covenants and financial ratio tests that restrict or prohibit our ability to engage in or enter into a variety of transactions.***

Under our \$100 million five-year revolving facility, we are subject to various covenants that may have the effect of limiting, among other things, our ability and the ability of certain of our subsidiaries to: merge with other entities, enter into a transaction resulting in a change in control, create new liens, incur additional indebtedness, sell assets outside of the ordinary course of business, enter into transactions with affiliates (other than subsidiaries) or substantially change the general nature of our and our subsidiaries' business, taken as a whole, make certain investments, enter into restrictive agreements, or make certain dividends or other distributions. These restrictions could limit our ability to take advantage of financing, merger, acquisition or other opportunities, to fund our business operations or to fully implement our current and future operating strategies. We must also maintain compliance with a maximum consolidated leverage ratio and a minimum consolidated fixed charge coverage ratio of 2.50 and 1.25, respectively, at the end of any fiscal quarter. Our ability to meet these financial ratios and tests will be dependent upon our future performance and may be affected by events beyond our control (including factors discussed in this "Risk Factors" section). If we fail to satisfy these requirements, our indebtedness under these agreements could become accelerated and payable at a time when we are unable to pay them. This would adversely affect our ability to implement our operating strategies and would have a material adverse effect on our financial condition.

***Changes in the method of determining LIBOR, or the replacement of LIBOR with an alternative reference rate may adversely affect interest rates on our future indebtedness.***

Certain of our indebtedness is made at variable interest rates that use the London Interbank Offered Rate, or LIBOR (or metrics derived from or related to LIBOR), as a benchmark for establishing the interest rate. In 2017, the United Kingdom's Financial Conduct Authority announced that it intends to stop persuading or compelling banks to submit LIBOR rates after 2021. If LIBOR ceases to exist, we may need to renegotiate our debt arrangements that extend beyond 2021 that utilize LIBOR as a factor in determining the interest rate, which may negatively impact the terms of such indebtedness. Changes in market interest rates may influence our financing costs, returns on financial investments and the valuation of derivative contracts and could reduce our earnings and cash flows. In addition, the overall financial markets may be disrupted as a result of the phase out or replacement of LIBOR. Disruption in the financial markets could have an adverse effect on our financial position, results of operations, cash flows, and liquidity.

## **GENERAL RISKS**

***Our operating results may fluctuate in the future, which could cause our stock price to decline.***

If our quarterly and annual results of operations fall below the expectations of investors or any securities analysts who follow our Class A common stock, the trading price of our Class A common stock could decline substantially. Fluctuations in our quarterly or annual results of operations might result from a number of factors, many of which are outside of our control, including, but not limited to:

- the timing and volume of purchases and use of our products and services;
- the timing and volume of tax refunds or other government payments (including stimulus payments related to the COVID-19 pandemic) processed by us;
- the timing and success of new product or service introductions by us or our competitors;
- seasonality in the purchase or use of our products and services;
- changes in the level of interchange rates that can be charged;
- fluctuations in customer retention rates;
- changes in the mix of products and services that we sell;
- changes in the mix of retail distributors through which we sell our products and services;
- the timing of commencement, renegotiation or termination of relationships with significant retail distributors and BaaS platform partners;
- the timing of commencement of new product development and initiatives, the timing of costs of existing product roll-outs and the length of time we must invest in those new products, channels or retail distributors before they generate material operating revenues;

- our ability to effectively sell our products through direct-to-consumer initiatives;
- changes in our or our competitors' pricing policies or sales terms;
- costs associated with significant changes in our risk policies and controls;
- the amount and timing of costs related to fraud losses;
- the amount and timing of commencement and termination of major advertising campaigns, including sponsorships;
- the amount and timing of costs related to the acquisition of businesses;
- the amount and timing of costs of any major litigation to which we are a party;
- disruptions in the performance of our products and services, including interruptions in the services we provide to other businesses, and the associated financial impact thereof;
- the amount and timing of capital expenditures and operating costs related to the maintenance and expansion of our business, operations and infrastructure;
- interest rate volatility;
- changes in our executive leadership team;
- accounting charges related to impairment of goodwill and other intangible assets;
- our ability to control costs, including third-party service provider costs and sales and marketing expenses in an increasingly competitive market;
- volatility in the trading price of our Class A common stock, which may lead to higher or lower stock-based compensation expenses;
- changes in the political or regulatory environment affecting the banking, electronic payments or tax refund processing industries;
- economic recessions or uncertainty in financial markets, including those recently caused by the COVID-19 pandemic; and
- other factors beyond our control, such as terrorism, war, natural disasters and pandemics, including the COVID-19 pandemic.

***Our actual operating results may differ significantly from our guidance.***

From time to time, we issue guidance in our quarterly earnings conference calls, or otherwise, regarding our future performance that represents our management's estimates as of the date of release. Guidance is necessarily speculative in nature, and it can be expected that some or all of the assumptions underlying the guidance furnished by us will prove to be incorrect or will vary significantly from actual results. For example, on a number of occasions over the last several years we adjusted our revenue guidance when actual results varied from our assumptions. Accordingly, our guidance is only an estimate of what management believes is realizable as of the date of release. Actual results will vary from our guidance and the variations may be material, especially in times of economic uncertainty.

***Our future success depends on our ability to attract, integrate, retain and incentivize key personnel.***

Our ability to manage and grow our business will depend, to a significant extent, on our ability to attract, integrate, retain and recognize key personnel, namely our management team and experienced sales, marketing and program and technology development personnel. We may experience difficulty in managing transitions and assimilating newly-hired personnel, and if we fail to manage these transitions successfully, we could experience significant delays or difficulty in the achievement of our development and strategic objectives and our business, financial condition and results of operations could be materially and adversely harmed. Competition for qualified management, sales, marketing and program and technology development personnel can be intense. Competitors have in the past and may in the future attempt to recruit our top management and employees. In order to attract and retain personnel in a competitive marketplace, we must provide competitive pay packages, including cash and

equity-based compensation and the volatility in our stock price may from time to time adversely affect our ability to recruit or retain employees.

***Acquisitions or investments could disrupt our business and harm our financial condition.***

We have in the past acquired, and we expect to acquire in the future, other businesses and technologies. The process of integrating an acquired business, product, service or technology can involve a number of special risks and challenges, including:

- increased regulatory and compliance requirements;
- implementation or remediation of controls, procedures and policies at the acquired company;
- diversion of management time and focus from operation of our then-existing business;
- integration and coordination of product, sales, marketing, program and systems management functions;
- transition of the acquired company's users and customers onto our systems;
- integration of the acquired company's accounting, information management, human resource and other administrative systems and operations generally with ours;
- integration of employees from the acquired company into our organization;
- loss or termination of employees, including costs associated with the termination or replacement of those employees;
- liability for activities of the acquired company prior to the acquisition, including violations of law, commercial disputes, and tax and other known and unknown liabilities; and
- increased litigation or other claims in connection with the acquired company, including claims brought by terminated employees, customers, former stockholders or other third parties.

If we are unable to successfully integrate an acquired business or technology or otherwise address these special risks and challenges or other problems encountered in connection with an acquisition, we might not realize the anticipated benefits of that acquisition, we might incur unanticipated liabilities, or we might otherwise suffer harm to our business generally. Furthermore, acquisitions and investments are often speculative in nature and the actual benefits we derive from them could be lower or take longer to materialize than we expect. In addition, to the extent we pay the consideration for any future acquisitions or investments in cash, it would reduce the amount of cash available to us for other purposes. Future acquisitions or investments could also result in dilutive issuances of our equity securities or the incurrence of debt, contingent liabilities, amortization expenses, or goodwill impairment charges, any of which could harm our financial condition and negatively impact our stockholders.

***An impairment charge of goodwill or other intangible assets could have a material adverse impact on our financial condition and results of operations.***

Because we have grown in part through acquisitions, our net goodwill and intangible assets represent a significant portion of our consolidated assets. Our net goodwill and intangible assets were \$491.8 million as of December 31, 2020. Under accounting principles generally accepted in the United States, or U.S. GAAP, we are required to test the carrying value of goodwill and intangible assets at least annually or sooner if events occur that indicate impairment could exist. These events or circumstances could include a significant change in the business climate, including a significant sustained decline in a reporting unit's fair value, legal and regulatory factors, operating performance indicators, competition and other factors. The amount of any impairment charge could be significant and could have a material adverse impact on our financial condition and results of operations for the period in which the charge is taken.

***If we fail to maintain proper and effective internal controls, our ability to produce accurate financial statements on a timely basis could be impaired.***

Our management is responsible for establishing and maintaining adequate internal control over financial reporting to provide reasonable assurance regarding the reliability of our financial reporting and the preparation of financial statements for external purposes in accordance with U.S. GAAP. We have in the past and may in the future discover areas of our internal financial and accounting controls and procedures that need improvement. If we are unable to maintain proper and effective internal controls, we may not be able to produce accurate financial

statements on a timely basis and might suffer adverse regulatory consequences or violate NYSE listing standards, which could adversely affect our ability to operate our business and could result in regulatory action, and could require us to restate our financial statements. Any such restatement could result in a loss of public confidence in the reliability of our financial statements and sanctions imposed on us by the SEC.

***Our business could be negatively affected by actions of stockholders.***

The actions of stockholders could adversely affect our business. Specifically, certain actions of certain types of stockholders, including without limitation public proposals, requests to pursue a strategic combination or other transaction or special demands or requests, could disrupt our operations, be costly and time-consuming or divert the attention of our management and employees and increase the volatility of our stock. In addition, perceived uncertainties as to our future direction in relation to the actions of our stockholders may result in the loss of potential business opportunities or the perception that we are unstable and need to make changes, which may be exploited by our competitors and make it more difficult to attract and retain personnel as well as customers, service providers and partners. Actions by our stockholders may also cause fluctuations in our stock price based on speculative market perceptions or other factors that do not necessarily reflect the underlying fundamentals and prospects of our business.

***Our charter documents, Delaware law and our status as bank holding company could discourage, delay or prevent a takeover that stockholders consider favorable.***

Provisions in our certificate of incorporation and bylaws, as well as provisions under Delaware law, could discourage potential takeover attempts, reduce the price that investors might be willing to pay in the future for shares of our Class A common stock, and result in the trading price of our Class A common stock being lower than it otherwise would be. In addition to the foregoing, under the BHC Act and the Change in Bank Control Act, and their respective implementing regulations, Federal Reserve Board approval is necessary prior to any person or company acquiring control of a bank or bank holding company, subject to certain exceptions. Control, among other considerations, exists if an individual or company acquires 25% or more of any class of voting securities, and may be presumed to exist if a person acquires 10% or more of any class of voting securities. These restrictions could affect the willingness or ability of a third party to acquire control of us for so long as we are a bank holding company.

**ITEM 1B. Unresolved Staff Comments**

None.

**ITEM 2. Properties**

Not applicable.

**ITEM 3. Legal Proceedings**

Information with respect to this item may be found under the caption "Litigation and Claims" in *Note 21 — Commitments and Contingencies* to the Consolidated Financial Statements included herein, which information is incorporated into this Item 3 by reference.

**ITEM 4. Mine Safety Disclosures**

Not applicable.

## PART II

### ITEM 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities

#### Market Information

Our Class A common stock is listed on the NYSE under the symbol "GDOT."

#### Holders of Record

As of January 31, 2021, we had 60 holders of record of our Class A common stock. The actual number of stockholders is greater than this number of record holders, and includes stockholders who are beneficial owners, but whose shares are held in street name by brokers and other nominees. This number of holders of record also does not include stockholders whose shares may be held in trust by other entities.

#### Dividends

We have never declared or paid any cash dividends on our capital stock, and we do not currently intend to pay any cash dividends on our Class A common stock for the foreseeable future. We expect to retain future earnings, if any, to fund the development and future growth of our business. Any future determination to pay dividends on our Class A common stock, if permissible, will be at the discretion of our board of directors and will depend upon, among other factors, our financial condition, operating results, current and anticipated cash needs, plans for expansion and other factors that our board of directors may deem relevant.

#### Purchases of Equity Securities by the Issuer and Affiliated Purchasers

In May 2017, our Board of Directors authorized, subject to regulatory approval, expansion of our stock repurchase program by an additional \$150 million. We sought and received regulatory approval during the second quarter of 2019, at which point we made an up-front payment of \$100 million to enter into an accelerated share repurchase agreement. In August 2019, we completed final settlement of shares purchased under this agreement, receiving in total approximately 2.1 million shares at an average repurchase price of \$48.26. We have an authorized \$50 million remaining under our current stock repurchase program for any additional repurchases. There was no repurchase activity during the year ended December 31, 2020.

For the majority of restricted stock units (including performance-based restricted stock units) granted, the number of shares issued on the date the restricted stock units vest is net of shares withheld to meet applicable tax withholding requirements. Although these withheld shares are not issued or considered common stock repurchases under our stock repurchase program, they are treated as common stock repurchases in our financial statements as they reduce the number of shares that would have been issued upon vesting.



## Stock Performance Graph

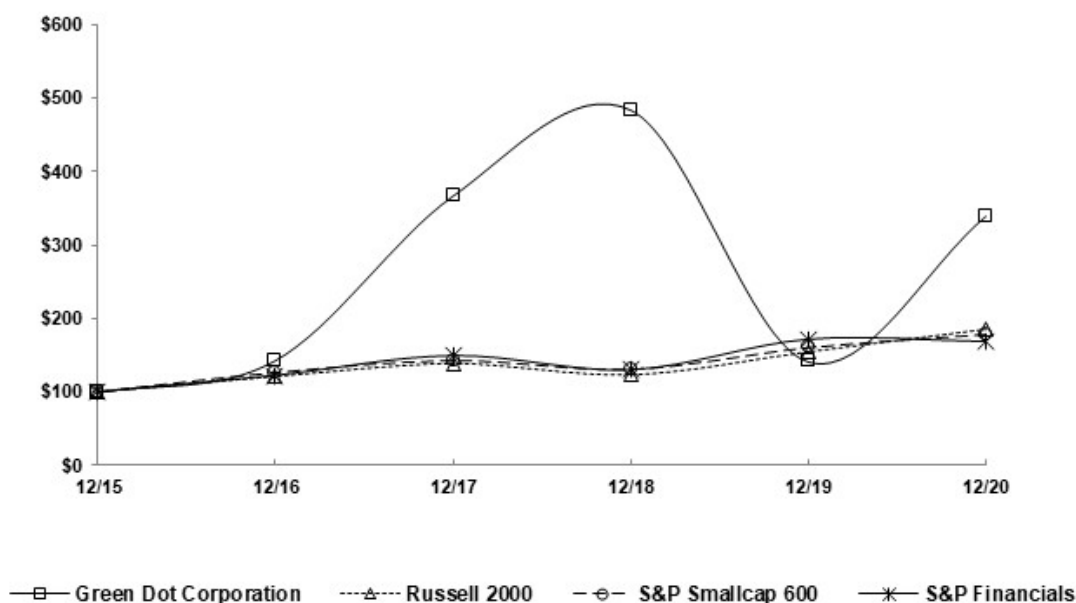
This performance graph shall not be deemed “filed” for purposes of section 18 of the Exchange Act, or otherwise subject to the liabilities under that section and shall not be deemed to be incorporated by reference into any filing of Green Dot Corporation under the Securities Act or the Exchange Act.

The graph and table below compare the cumulative total stockholder return of Green Dot Corporation Class A common stock, the Russell 2000 Index, the S&P Small Cap 600 Index and the S&P 500 Financials Index for the period beginning on the close of trading on the NYSE on December 31, 2015 and ending on the close of trading on the NYSE on December 31, 2020. The graph assumes a \$100 investment in our Class A common stock and each of the indices, and the reinvestment of dividends.

The comparisons in the graph and table below are based on historical data and are not intended to forecast the possible future performance of our Class A common stock.

### COMPARISON OF 5 YEAR CUMULATIVE TOTAL RETURN\*

Among Green Dot Corporation, the Russell 2000 Index, the S&P Smallcap 600 Index and the S&P Financials Index



\*\$100 invested on 12/31/15 in stock or index, including reinvestment of dividends. Fiscal year ending December 31.

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### Total Return to Shareholders (Includes reinvestment of dividends)

Company/ Index	Base Period 12/31/15	2016	2017	2018	2019	2020
Green Dot Corporation	\$ 100	\$ 143	\$ 367	\$ 484	\$ 142	\$ 340
Russell 2000	\$ 100	\$ 121	\$ 139	\$ 124	\$ 155	\$ 186
S&P Smallcap 600	\$ 100	\$ 127	\$ 143	\$ 131	\$ 161	\$ 179
S&P Financials	\$ 100	\$ 123	\$ 150	\$ 130	\$ 172	\$ 169



**ITEM 6. Selected Financial Data**

Pursuant to the amendments adopted to eliminate the requirements under Item 301 of Regulation S-K, we have omitted selected historical financial data for our business over the last five fiscal year periods. Such financial data can be found under Item 8. Financial Statements and Supplementary Data of this report or in prior years annual reports filed on Form 10-K with the SEC.

**ITEM 7. Management's Discussion and Analysis of Financial Condition and Results of Operations**

*This Annual Report on Form 10-K, including this Management's Discussion and Analysis of Financial Condition and Results of Operations, contains forward-looking statements regarding future events and our future results that are subject to the safe harbors created under the Securities Act of 1933 and the Securities Exchange Act of 1934 (the "Exchange Act"). All statements other than statements of historical facts are statements that could be deemed to be forward-looking statements. These statements are based on current expectations, estimates, forecasts and projections about the industries in which we operate and the beliefs and assumptions of our management. Words such as "expects," "anticipates," "targets," "goals," "projects," "intends," "plans," "believes," "seeks," "estimates," "continues," "endeavors," "strives," "may" and "assumes," variations of such words and similar expressions are intended to identify forward-looking statements. In addition, any statements that refer to projections of our future financial performance, our anticipated growth and trends in our businesses, and other characterizations of future events or circumstances are forward-looking statements. Readers are cautioned that these forward-looking statements are subject to risks, uncertainties, and assumptions that are difficult to predict, including the impact of the coronavirus (COVID-19) pandemic on our business, results of operations and financial condition and our and the U.S. government's response to it, and the impact of the coronavirus (COVID-19) pandemic on our business, results of operations and financial condition and our and the U.S. government's response to it, and those identified below, under "Part I, Item 1A. Risk Factors," and elsewhere herein. Therefore, actual results may differ materially and adversely from those expressed in any forward-looking statements. We undertake no obligation to revise or update any forward-looking statements for any reason.*

*In this Annual Report, unless otherwise specified or the context otherwise requires, "Green Dot," "we," "us," and "our" refer to Green Dot Corporation and its consolidated subsidiaries.*

**Overview**

Green Dot Corporation is a financial technology and registered bank holding company focused on making modern banking and money movement accessible for all. Our goal is to deliver trusted, best-in-class money management and payment solutions to our customers and partners, seamlessly connecting people to their money. Our proprietary technology enables faster, more efficient electronic payments and money management, powering intuitive and seamless ways for people to spend, send, control and save their money. Through our bank, we offer a suite of financial products to consumers and businesses including debit, prepaid, checking, credit and payroll cards, as well as robust money processing services, such as tax refund processing, cash deposits and disbursements.

Our products and services are divided among our two reportable segments: 1) Account Services and 2) Processing and Settlement Services. Refer to "Part 1, Item 1. Business" for more detailed information.

**Financial Results and Trends**

Our results of operations for the years ended December 31, 2020 and 2019 were as follows:

	Year Ended December 31,		Change	%
	2020	2019		
	(In thousands, except percentages)			
Total operating revenues	\$ 1,253,760	\$ 1,108,595	\$ 145,165	13.1 %
Total operating expenses	1,223,687	985,677	238,010	24.1 %
Net income	23,131	99,897	(76,766)	(76.8)%

**Impact of COVID-19**

The unprecedented and rapid spread of the COVID-19 pandemic and the measures implemented to contain it have created a significant amount of economic volatility in our markets. We have taken steps to ensure the health and safety of our employees and continued service to our customers and partners, while at the same time seeking to mitigate the impact of the pandemic on our financial condition and results of operations.

**Our employees and business continuity**

In response to the pandemic, we enacted business continuity plans in Shanghai, China and across the U.S., mandated that our employees work from home, required contractors to work remotely and implemented strict travel

restrictions. To date, our U.S. employees have been successful in maintaining our operations in a remote work environment and our offices in China have since reopened consistent with local guidelines. Most of our U.S. personnel will continue to operate remotely for the foreseeable future. While we experienced disruption in staffing levels at our third-party call centers across the globe in the first half of 2020, staffing levels have been restored to appropriate levels and we continue to monitor the situation, as we evaluate future operating plans. In response to our remote employee workforce strategy in the U.S., we have commenced closure of most of our leased office locations beginning in 2021. However, we will be required to continue making our contractual payments until our operating leases are formally terminated or expire.

#### ***Demand for our products and services***

Beginning in March 2020, the business and operations of our retail distributors, employers offering our PayCard programs and certain of our BaaS partners have been disrupted, with many experiencing reduced foot traffic or usage of their products and services. The conditions caused by the COVID-19 pandemic adversely affected our customers' spending levels and the ability or willingness to purchase our products and services through our retail distributors, lowered the volume of transactions through our BaaS and PayCard programs and delayed the launching of new products and services.

Subsequently, governmental actions in the second quarter of 2020, such as the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) helped mitigate the effects of COVID-19 on our business. In particular, stimulus funds and incremental unemployment benefits provided under the CARES Act and a fundamental shift in consumer behavior towards electronic payments have created a higher demand and usage of our products and services. On a year-over-year basis, our gross dollar volume, purchase volume and the number of active accounts grew year-over-year by 34%, 16% and 8%, respectively, compared to December 31, 2019. In December 2020, an additional \$900 billion economic stimulus package was signed into law, providing for additional direct payments and enhanced unemployment benefits through March 2021. There has also been significant discussion among lawmakers regarding another economic relief package, which may provide for further direct payments and extend unemployment benefits. While we believe our cardholder programs will continue to benefit from current and potentially further governmental economic relief packages, as well as the accelerated adoption of digital payments during the pandemic, we expect our key performance indicators will normalize as the effect of governmental actions lessen.

#### ***Impact on interest income, cost structure and liquidity***

##### *Interest Income*

The Federal Reserve announced reductions in short-term interest rates in March 2020 that have lowered the yields on our cash and investment balances and therefore, we have experienced a reduction in the amount of interest income we earn. An extended duration of near zero short-term interest rates will continue to impact the amount of net interest income we earn in the future.

##### *Cost Structure*

We have experienced increased costs, including higher disputed transaction losses, which were exacerbated by the disruption in staffing levels at our third-party call centers in the first half of 2020. We have implemented cost-saving measures to offset increased costs and are otherwise working to continue mitigating the conditions driving our higher costs.

##### *Liquidity*

We have taken steps to strengthen our liquidity position and ensure we have ample flexibility to pursue strategic priorities, including utilizing our revolving credit facility, strictly managing our enterprise-wide employee headcount and delaying or reducing non-critical projects. We currently have the full \$100 million available to us under our revolving credit facility should we need it to invest in strategic initiatives.

Additionally, the CARES Act provides for deferred payment of the employer portion of social security taxes through the end of 2020, with 50% of the deferred amount due December 31, 2021 and the remaining 50% due December 31, 2022. As of December 31, 2020, we have deferred payment of approximately \$3.9 million.

However, if another economic relief package is signed into law that provides for substantial additional direct payments and unemployment benefits, we may need to increase the size of our cash contributions to our subsidiary bank, Green Dot Bank, to maintain its capital, leverage and other financial commitments.

The duration and magnitude of the effects of COVID-19 remain uncertain and dependent on various factors, including the continued severity and transmission rate of the virus and new variants of the virus, the nature of and duration for which the preventative measures remain in place, the extent and effectiveness of containment and

mitigation efforts, including vaccination programs, the type of stimulus measures and other policy responses that the U.S. government may further adopt, and the impact of these and other factors on our employees, customers, retail distributors, partners and vendors.

See *Part II, Item 1A, Risk Factors*, for an additional discussion of risk related to the COVID-19 pandemic.

### **Total operating revenues**

Our total operating revenues for the year ended December 31, 2020 increased \$145.2 million, or 13.1% over the prior year comparable period, generating revenue growth principally from our Account Services segment and to a lesser extent, our Processing and Settlement Services segment.

#### **Account Services**

Within our Account Services segment, total operating revenues increased year-over-year by 16% for the year ended December 31, 2020, primarily attributable to growth in our key metrics, such as gross dollar volume and purchase volume. The growth in our key metrics resulted in year-over-year increases in BaaS program management service fee revenues earned from platform partners, monthly maintenance fee assessments and interchange revenues, partially offset by an increase in estimated cash back rewards that we record as a reduction to card revenues and other fees. We also experienced a year-over-year decline in net interest income during the year ended December 31, 2020 due to lower yields on our cash and investment balances as a result of rate decreases by the Federal Reserve.

The growth in gross dollar volume was driven principally from the growth in the number of direct deposit active accounts, as new and existing customers utilized our platform to receive stimulus funds and unemployment benefits under the CARES Act and the additional stimulus package that was passed by the federal government in December 2020. While we believe gross dollar volume is a strong indicator of our revenue for all our account programs and believe our long term strategy and unique collection of assets and product offerings provide an advantage to address the competitive pressures we face from new entrants, such as "challenger" banks, current economic conditions caused by the COVID-19 pandemic have created mixed trends in our business that make it difficult to forecast future results. We saw an increased proportion of ACH deposits coming from government benefits when account holders filed for unemployment benefits during the year. The December stimulus package reinstated supplemental federal unemployment benefits at \$300 per week through March 2021. While such state and federal unemployment benefits helped to offset the economic impact of the pandemic, it remains unclear whether such benefits will be maintained, significantly reduced or replaced after March 2021, which may impact our future results.

In January 2021, we announced the launch of GO2bank, a new mobile bank designed to help the majority of Americans living paycheck to paycheck build a stronger financial foundation. GO2bank is designed to help our customers lower the cost of accessing and managing their money and offers features such as overdraft protection, high-value rewards, high-interest savings, and opportunities to establish, build, and track credit, regardless of credit history. While still in its early stages, we remain encouraged by the growth opportunity GO2bank provides to our financial results in 2021 and beyond.

#### **Processing and Settlement Services**

Within our Processing and Settlement Services segment, total operating revenues increased slightly year-over-year by 1%. Our processing and settlement services revenues increased due to a higher number of tax refund payments processed and the introduction of new tax processing services, as well as growth in the number of cash transfers, partially offset by a year-over-year decline in Simply Paid disbursement transactions due to the continued effects of the COVID-19 pandemic on the rideshare industry.

During the fourth quarter of 2020, we experienced a modest decline in the number of cash transfers and the related revenue, as compared to the same period in 2019, as a result of the non-renewal of a reload partner arrangement. The impact to net income was limited due to the lower profitability of this arrangement. The non-renewal of this agreement will impact the number of cash transfers in 2021. However, any year-over-year growth or decline in cash transfers in 2021 will be dependent on multiple factors, including the level of growth in our Account Services programs. In addition, we anticipate revenues from our tax processing services to decline year-over-year in 2021 as result of securing a multi-year agreement with one of our largest customers in exchange for lower economics on tax refund transfers.

## Total operating expenses

Our total operating expenses for the year ended December 31, 2020 increased \$238.0 million, or 24.1% over the prior year comparable period. This increase was primarily the result of several factors, including higher processing expenses associated with the growth of certain BaaS account programs and an increase in other general and administrative expenses, primarily due to a year-over-year increase in dispute transaction losses and impairment charges to long-lived assets we no longer intend to utilize. We also experienced higher compensation and benefits expenses, principally due to higher stock-based compensation expenses, which was driven by higher achievement of performance-based equity awards relative to the prior year period and in part by inducement awards issued in connection with several key executive hires during the period. Compensation and benefits also increased due to higher accrued bonus compensation for non-executive employees and increased severance costs associated with the reorganization of our leadership team.

For the year ended December 31, 2020, we also experienced higher sales and marketing expenses attributable to the year-over-year increases in operating revenues generated from products and services that are subject to revenue-sharing arrangements with our distributors and partners. In addition, under our current Walmart MoneyCard agreement, effective January 1, 2020, the sales commission rate we pay to Walmart for the MoneyCard program increased from the prior agreement.

While we continue to build operational efficiencies within our customer service operations, in the short-term, we have incurred significantly higher dispute transaction losses year-over-year, primarily due to higher volumes of incoming customer disputes and operational disruptions caused by the COVID-19 pandemic. While we do not anticipate these conditions to persist over the long-term, dispute transaction losses have negatively impacted other general and administrative expenses for the year ended December 31, 2020, which we expect will normalize in 2021 as our improvement measures begin to take effect.

In response to the COVID-19 pandemic, our U.S. employees have shifted to a fully remote workforce strategy and we expect to continue operating in a remote environment for the foreseeable future. As a result, we have commenced closure of most of our leased office locations in the U.S. beginning in 2021. While we will be required to continue making our contractual payments until our operating leases are formally terminated or expire, we recorded impairment charges to our operating lease right-of-use assets and related property and equipment located at our office facilities during the period. We also recorded impairment charges of internal-use software related to legacy platforms that have been replaced by new technology platforms expected to better scale with our operations. Total impairment charges to long-lived assets amounted to approximately \$21.7 million for the year ended December 31, 2020.

## Income taxes

Income tax expense for the year ended December 31, 2020 decreased \$16.2 million from the prior year comparable period. The decrease in income tax expense was primarily driven by the decline in our operating income, as our effective tax rate of 17.7% for the year ended December 31, 2020 remained consistent with the prior year comparable period. Our effective tax rate for the year ended December 31, 2020 and 2019 is lower than our statutory federal income tax rate primarily due to tax benefits from general business credits and stock-based compensation, offset by higher taxes from non-deductible executive compensation.

## Key Metrics

We review a number of metrics to help us monitor the performance of, and identify trends affecting, our business. We believe the following measures are the primary indicators of our revenues:

	Year Ended December 31,				Year Ended December 31,			
	2020	2019	Change	%	2019	2018	Change	%
(In millions, except percentages)								
Gross Dollar Volume	\$ 58,203	\$ 43,459	\$ 14,744	33.9 %	\$ 43,459	\$ 40,029	\$ 3,430	8.6 %
GDV from Direct Deposit Sources	\$ 39,465	\$ 31,380	\$ 8,085	25.8 %	\$ 31,380	\$ 29,755	\$ 1,625	5.5 %
Number of Active Accounts*	5.45	5.04	0.41	8.1 %	5.04	5.34	(0.3)	(5.6)%
Direct Deposit Active Accounts*	2.46	2.14	0.32	15.0 %	2.14	2.04	0.1	4.9 %
Purchase Volume	\$ 31,220	\$ 27,004	\$ 4,216	15.6 %	\$ 27,004	\$ 25,989	\$ 1,015	3.9 %
Cash Transfers	48.71	46.04	2.67	5.8 %	46.04	42.25	3.79	9.0 %
Tax Refunds Processed	12.46	12.09	0.37	3.1 %	12.09	11.71	0.38	3.2 %

\* Represents number of active and direct deposit active accounts as of December 31, 2020, 2019, and 2018 respectively.

*Gross Dollar Volume* — represents the total dollar volume of funds loaded to our account products from direct deposit and non-direct deposit sources. A substantial portion of our gross dollar volume is generated from direct deposit sources. We use both aggregate gross dollar volume and gross dollar volume from direct deposit sources to analyze the total amount of money moving onto our account programs, determine the overall engagement and usage patterns of our account holder base. These metrics also serve as leading indicators of revenue generated through our Account Services segment products, inclusive of interest income generated on deposits held at Green Dot Bank, fees charged to account holders and interchange revenues generated through the spending of account balances. The increases in gross dollar volume in the aggregate and from direct deposit sources during the year ended December 31, 2020 from the comparable prior year period were principally driven by the increase in the number of direct deposit active accounts and stimulus funds and unemployment benefits received under the CARES Act and additional Economic Impact Payments received at the end of December 2020.

*Number of Active Accounts* — represents accounts in our portfolio that had a purchase, deposit or ATM withdrawal transaction during the applicable quarter. Any bank account within our Account Services segment that is subject to United States Patriot Act compliance and, therefore, requires customer identity verification prior to use and is intended to accept ongoing customer cash or ACH deposits (including without limitation general purpose reloadable prepaid card accounts, demand deposit or checking accounts, and credit cards) qualifies as an account for purposes of this metric. We use both aggregate active accounts and direct deposit active accounts to analyze the overall size of our active customer base and to analyze multiple metrics expressed as an average across this active account base. In particular, we monitor the mix of direct deposit accounts and non-direct deposit accounts. Our direct deposit active accounts, on average, have the longest tenure and generate the majority of our gross dollar volume in any period and thus, generate more revenue over their lifetime than other active accounts. As of December 31, 2020, we experienced an increase on a year-over-year basis in the number of active accounts and direct deposit active accounts of 8% and 15%, respectively, primarily driven by new and existing customers utilizing our platform to receive stimulus funds and unemployment benefits provided for under the CARES Act and the accelerated adoption of digital payments during the pandemic.

*Purchase Volume* — represents the total dollar volume of purchase transactions made by our account holders. This metric excludes the dollar volume of ATM withdrawals. We use this metric to analyze interchange revenue, which is a key component of our results of operations. The increase in purchase volume of 15.6% during the year ended December 31, 2020, from the comparable prior year period was driven by an increase in Gross Dollar Volume, as described above.

*Number of Cash Transfers* — represents the total number of cash transfer transactions conducted by consumers, such as a point-of-sale swipe reload transaction, the purchase of a MoneyPak or an e-cash mobile remittance transaction marketed under various brand names, that we conducted through our retail distributors in a specified period. This metric excludes disbursements made through our Simply Paid wage disbursement platform. We review this metric as a measure of the size and scale of our retail cash processing network, as an indicator of customer engagement and usage of our products and services, and to analyze cash transfer revenue, which is a key component of our financial performance. Our cash transfers increased 5.8% during the year ended December 31, 2020 over the comparable prior year period primarily due to an increase in the number of third-party account programs that utilize the Green Dot Network to accept cash reloads. As discussed above, during the fourth quarter of 2020, we experienced a modest decline in the number of cash transfers and the related revenue, as compared to the same period in 2019, as a result of the non-renewal of a reload partner arrangement.

*Number of Tax Refunds Processed* — represents the total number of tax refunds processed in a specified period. We review this metric as a measure of the size and scale of our tax refund processing platform and as an indicator of consumer engagement and usage of its products and services. The increase in the number of tax refunds processed of 3.1% for the year ended December 31, 2020 from the comparable prior year period was primarily due to an increase in refunds processed through online consumer tax filing software platforms, compared to the prior year period.

## **Key components of our results of operations**

### ***Operating Revenues***

We classify our operating revenues into the following four categories:

*Card Revenues and Other Fees* — Card revenues consist of monthly maintenance fees, ATM fees, new card fees and other revenues. We charge maintenance fees on GPR cards, checking accounts and certain cash transfer products, such as MoneyPak, pursuant to the terms and conditions in our customer agreements. We charge ATM fees to cardholders when they withdraw money at certain ATMs in accordance with the terms and conditions in our cardholder agreements. We charge new card fees, if applicable, when a consumer purchases a GPR card, gift card,



or a checking account product. Other revenues consist primarily of revenue associated with our gift card program, annual fees associated with our secured credit card portfolio, transaction-based fees, fees associated with optional products or services, and cash-back rewards we offer to cardholders. Our cash-back rewards are recorded as a reduction to card revenues and other fees. Also included in card revenues and other fees are program management fees earned from our BaaS partners for programs we manage on their behalf.

Our aggregate monthly maintenance fee revenues vary primarily based upon the number of active accounts in our portfolio and the average fee assessed per account. Our average monthly maintenance fee per active account depends upon the mix of products in our portfolio at any given point in time and upon the extent to which fees are waived based on various incentives provided to customers in an effort to encourage higher usage and retention. Our aggregate ATM fee revenues vary based upon the number of cardholder ATM transactions and the average fee per ATM transaction. The average fee per ATM transaction depends upon the mix of products in our portfolio at any given point in time and the extent to which cardholders use ATMs within our free network that carry no fee for cash withdrawal transactions. Our aggregate new card fee revenues vary based upon the number of GPR cards and checking accounts activated and the average new card fee. The average new card fee depends primarily upon the mix of products that we sell since there are variations in new account fees based on the product and/or the location or source where our products are purchased. The revenue we earn from each of these fees may also vary depending upon the channel in which the active accounts were acquired. For example, certain BaaS programs may not assess monthly maintenance fees and as a result, these accounts may generate lower fee revenue than other active accounts. Our aggregate other fees vary primarily based upon account sales of all types, gift card sales, purchase transactions and the number of active accounts in our portfolio.

*Processing and Settlement Service Revenues* — Processing and settlement service revenues consist of cash transfer revenues, tax refund processing service revenues, Simply Paid disbursement revenues and other tax processing service revenues. We earn cash transfer revenues when consumers fund their cards through a reload transaction at a Green Dot Network retail location. Our aggregate cash transfer revenues vary based upon the mix of locations where reload transactions occur, since reload fees vary by location. We earn tax refund processing service revenues at the point in time when a customer of a third-party tax preparation company chooses to pay his or her tax preparation fee through the use of our tax refund processing services. We earn Simply Paid disbursement fees from our business partners at the point in time payment disbursements are made.

*Interchange Revenues* — We earn interchange revenues from fees remitted by the merchant's bank, which are based on rates established by the payment networks, at the point in time when customers make purchase transactions using our products. Our aggregate interchange revenues vary based primarily on the number of active accounts in our portfolio, the average transactional volume of the active accounts in our portfolio and on the mix of cardholder purchases between those using signature identification technologies and those using personal identification numbers and the corresponding rates.

*Interest Income, net* — Net interest income represents the difference between the interest income earned on our interest-earning assets and the interest expense on our interest-bearing liabilities held at Green Dot Bank. Interest-earning assets include cash from customer deposits, loans, and investment securities. Our interest-bearing liabilities held at Green Dot Bank include interest-bearing deposits. Our net interest income and our net interest margin fluctuate based on changes in the federal funds interest rates and changes in the amount and composition of our interest-bearing assets and liabilities.

### **Operating Expenses**

We classify our operating expenses into the following four categories:

*Sales and Marketing Expenses* — Sales and marketing expenses consist primarily of the commissions we pay to our retail distributors, brokers and platform partners, advertising and marketing expenses, and the costs of manufacturing and distributing card packages, placards and promotional materials to our retail distributors and personalized GPR and GoBank cards to consumers who have activated their cards. We generally establish commission percentages in long-term distribution agreements with our retail distributors and platform partners. Aggregate commissions with our retail distributors are determined by the number of account products and cash transfers sold at their respective retail stores. Commissions with our platform partners and, in certain cases, our retail distributors are determined by the revenue generated from the ongoing use of the associated card programs. We incur advertising and marketing expenses for television, sponsorships, online and in-store promotions. Advertising and marketing expenses are recognized as incurred and typically deliver a benefit over an extended period of time. For this reason, these expenses do not always track changes in our operating revenues. Our manufacturing and distribution costs vary primarily based on the number of GPR and GoBank accounts activated by consumers.

*Compensation and Benefits Expenses* — Compensation and benefits expenses represent the compensation and benefits that we provide to our employees and the payments we make to third-party contractors. While we have an in-house customer service function, we employ third-party contractors to conduct call center operations, handle routine customer service inquiries and provide consulting support in the area of IT operations and elsewhere. Compensation and benefits expenses associated with our customer service and loss management functions generally vary in line with the size of our active account portfolio, while the expenses associated with other functions do not.

*Processing Expenses* — Processing expenses consist primarily of the fees charged to us by the payment networks, which process transactions for us, the third-party card processors that maintain the records of our customers' accounts and process transaction authorizations and postings for us and the third-party banks that issue our accounts. These costs generally vary based on the total number of active accounts in our portfolio and gross dollar volume transacted by those accounts. Also included in processing expenses are bank fees associated with our tax refund processing services and gateway and network fees associated with our Simply Paid disbursement services. Bank fees generally vary based on the total number of tax refund transfers processed and gateway and network fees vary based on the numbers of disbursements made.

*Other General and Administrative Expenses* — Other general and administrative expenses consist primarily of professional service fees, telephone and communication costs, depreciation and amortization of our property and equipment and intangible assets, changes in contingent consideration, transaction losses (losses from customer disputed transactions, unrecovered customer purchase transaction overdrafts and fraud), rent and utilities, and insurance. We incur telephone and communication costs primarily from customers contacting us through our toll-free telephone numbers. These costs vary with the total number of active accounts in our portfolio, as do losses from customer disputed transactions, unrecovered customer purchase transaction overdrafts and fraud. Costs associated with professional services, depreciation and amortization of our property and equipment, amortization of our acquired intangible assets, rent and utilities vary based upon our investment in infrastructure, business development, risk management and internal controls and are generally not correlated with our operating revenues or other transaction metrics.

### **Income Tax Expense**

Our income tax expense consists of the federal and state corporate income taxes accrued on income resulting from the sale of our products and services. On March 27, 2020, the CARES Act was signed into law, which among other things, includes certain income tax provisions for individuals and corporations; however, these benefits do not impact our current tax provision.

### **Critical Accounting Estimates**

We prepare our consolidated financial statements in accordance with GAAP. The preparation of our consolidated financial statements requires our management to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenues, costs and expenses and related disclosures. We base our estimates on historical experience, current circumstances and various other assumptions that our management believes to be reasonable under the circumstances. In many instances, we could reasonably use different accounting estimates, and in some instances changes in the accounting estimates are reasonably likely to occur from period to period. Accordingly, actual results could differ significantly from the estimates made by our management. To the extent that there are differences between our estimates and actual results, our future financial statement presentation, financial condition, results of operations and cash flows will be affected. We believe that the accounting policies discussed below are critical to understanding our historical and future performance, as these policies relate to the more significant areas involving management's judgments and estimates.

### **Revenue Recognition**

As prescribed under Accounting Standards Codification ("ASC") 606, *Revenue from Contracts with Customers*, we recognize revenues when control of the promised goods or services is transferred to our customers in an amount that reflects the consideration we expect to be entitled to in exchange for those goods or services, as determined under a five-step process.

Our new card fee provides our cardholders a material right and accordingly we defer and recognize new card fee revenues on a straight-line basis over the period commensurate with our performance obligation to our customers. We consider the performance obligation period to be the average card lifetime, which is currently less than one year for our GPR cards and gift cards. For GPR cards, average card lifetime is determined based on recent historical data using the period from sale (or activation) of the card through the date of last positive balance. We reassess average card lifetime quarterly for GPR cards and annually for gift cards. Average card

lifetimes may vary in the future as cardholder behavior changes relative to historical experience because customers are influenced by changes in the pricing of our services, the availability of substitute products, and other factors.

We also defer commissions paid to retail distributors related to new card sales as costs to obtain contracts and expense ratably over the average card lifetime commensurate with our GPR and gift cards.

Transaction prices related to our account services are based on stand-alone fees stated within the terms and conditions and may also include certain elements of variable consideration depending upon the product's features, such as cash-back rewards and reserves on accounts that may become overdrawn. We estimate such amounts using historical data and customer behavior patterns to determine these estimates which are recorded as a reduction to the corresponding fee revenue. Additionally, while the number of transactions that a cardholder may perform is unknown, any uncertainty is resolved at the end of each daily service contract.

The amount of cash-back rewards on our programs varies based on multiple factors, including the terms and conditions for cardholder eligibility, the redemption amount based on cardholder activity, and the cardholder redemption rates. We accrue our estimated cash-back rewards as a component of other accrued liabilities on our consolidated balance sheets and as a reduction to card revenues and other fees on our consolidated statements of operations. Cash rewards have increased by approximately 123% for the year ended December 31, 2020 compared to the prior year period, as our cash-back programs have grown, principally from our Green Dot Unlimited product launched in the second half of 2019. Increases or decreases in our estimate of cash-back rewards is dependent upon cardholder behavioral changes and we periodically evaluate our estimation process and assumptions based on developments in redemption patterns, dollars redeemed and other cardholder behavioral trends. A relatively small change in any of our assumptions could result in a sizable increase or decrease in the amount of cash-back rewards we accrue. For example, on our Green Dot Unlimited product, a combination of a 1% increase in cardholder eligibility and a \$1 increase in the average redemption amount would translate to additional cash rewards of approximately \$0.6 million. Differences between actual results and our estimates are adjusted in the period that each cardholder's annual rewards cycle is completed.

### **Reserve for Uncollectible Overdrawn Accounts**

Our cardholder accounts may become overdrawn as a result of maintenance fee assessments or from purchase transactions that we honor, in each case in excess of the funds in the cardholder's account. While we decline authorization attempts for amounts that exceed the available balance in a cardholder's account, the application of card association rules, the timing of the settlement of transactions and the assessment of the card's monthly maintenance fee, among other things, can result in overdrawn accounts. Overdrawn account balances are deemed to be our receivables due from cardholders, and we include them as a component of accounts receivable, net, on our consolidated balance sheets. We generally recover overdrawn account balances from those cardholders that perform a reload transaction. In addition, we recover some overdrawn account balances related to purchase transaction through enforcement of payment network rules, which allow us to recover the amounts from the merchant where the purchase transaction was conducted. However, we are exposed to losses from any unrecovered overdrawn account balances. The probability of recovering these amounts is primarily related to the number of days that have elapsed since an account had activity, such as a purchase, ATM transaction or fee assessment. Generally, we recover 50-60% of overdrawn account balances in accounts that have had activity in the last 30 days, less than 15% in accounts that have had activity in the last 30 to 60 days, and less than 10% when more than 60 days have elapsed.

We establish a reserve for uncollectible overdrawn accounts. We classify overdrawn accounts into age groups based on the number of days since the account last had repayment activity. We then calculate a reserve factor for each age group based on the average recovery rate for the most recent six months discussed above. These factors are applied to these age groups to estimate our overall reserve. We rely on these historical rates because they have remained relatively consistent over time. When more than 90 days have passed without any activity in an account, we consider recovery to be remote and charge off the full amount of the overdrawn account balance against the reserve for uncollectible overdrawn accounts. Our actual recovery rates and related estimates thereof may change in the future in response to factors such as customer behavior, product pricing and features that impact the frequency and velocity of reloads and other deposits to such accounts.

We include our provision for uncollectible overdrawn accounts related to purchase transactions in other general and administrative expenses in our consolidated statements of operations. Overdrawn cardholder balances from maintenance fee assessments are presented net of the consideration we expect to receive under ASC 606, *Revenue from Contracts with Customers*, and are recorded as contra-revenue within card revenues and other fees.



## Goodwill and Intangible Assets

We review the recoverability of goodwill at least annually or whenever significant events or changes occur, which might impair the recovery of recorded costs. Factors that may be considered a change in circumstances indicating that the carrying value of our goodwill may not be recoverable include a decline in our stock price and market capitalization, declines in the market conditions of our products, reductions in our future cash flow estimates, and significant adverse industry or economic market trends. We test for impairment of goodwill by first assessing various qualitative factors with respect to developments in our business and the overall economy to determine if it is more likely than not our goodwill is impaired. In the event it is more likely than not the carrying value of our reporting units is greater than its fair value, we calculate the estimated fair value of the reporting unit and record an impairment charge for the difference between the carrying value of the reporting unit and its fair value, not to exceed the carrying amount of goodwill. The estimate of fair value requires management to make a number of assumptions and projections, which could include, but would not be limited to, future revenues, earnings and the probability of certain outcomes. We completed our annual goodwill impairment test as of September 30, 2020 and concluded there was no impairment in any of our reporting units.

Intangible assets subject to amortization are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. Certain factors which may occur and indicate that an impairment exists include, but are not limited to, the following: significant underperformance relative to expected historical or projected future operating results; significant changes in the manner of use of the underlying assets; and significant adverse industry or market economic trends. In reviewing for impairment, we compare the carrying value of such assets to the estimated undiscounted future net cash flows expected from the use of the assets and their eventual disposition. In the event that the carrying value of assets is determined to be unrecoverable, we would estimate the fair value of the assets and record an impairment charge for the excess of the carrying value over the fair value. The estimate of fair value requires management to make a number of assumptions and projections, which could include, but would not be limited to, future revenues, earnings and the probability of certain outcomes. No impairment charges were recognized related to our intangible assets for the years ended December 31, 2020 and 2019.

## Results of Operations

Pursuant to instruction 1 of the instructions to paragraph 303(a) of Regulation S-K, discussion of the results of operations for the fiscal year ended December 31, 2019 to fiscal year ended December 31, 2018 has been omitted. Such omitted discussion can be found under Item 7 "Management's Discussion and Analysis of Financial Condition and Results of Operations" in our Annual Report on Form 10-K for the fiscal year ended December 31, 2019, filed with the SEC on February 28, 2020.

### Comparison of Consolidated Results for the Years Ended December 31, 2020 and 2019

#### Operating Revenues

The following table presents a breakdown of our operating revenues among card revenues and other fees, processing and settlement service revenues, interchange revenues and net interest income:

	Year Ended December 31,			
	2020		2019	
	Amount	% of Total Operating Revenues	Amount	% of Total Operating Revenues
(In thousands, except percentages)				
Operating revenues:				
Card revenues and other fees	\$ 593,915	47.4 %	\$ 459,357	41.4 %
Processing and settlement service revenues	293,216	23.4	287,064	25.9
Interchange revenues	351,843	28.0	330,233	29.8
Interest income, net	14,786	1.2	31,941	2.9
Total operating revenues	\$ 1,253,760	100.0 %	\$ 1,108,595	100.0 %

**Card Revenues and Other Fees** — Card revenues and other fees totaled \$593.9 million for the year ended December 31, 2020, an increase of \$134.5 million, or 29%, from the comparable prior year period. Our card revenues and other fees increased principally as a result of BaaS program management service fee revenues earned from platform partners and to a lesser extent, an increase in monthly maintenance fee assessments as a result of higher account balances that benefited from government stimulus. These increases were offset partially by an increase in estimated cash back rewards that we record as a reduction to card revenues and other fees. Our estimate of cash rewards varies based on multiple factors including the terms and conditions of the cash back

program, customer activity and customer redemption rates. Cash rewards have increased steadily year-over-year as our cash-back programs have grown, principally from those programs launched in the second half of 2019.

*Processing and Settlement Service Revenues* — Processing and settlement service revenues totaled \$293.2 million for the year ended December 31, 2020, an increase of \$6.1 million, or 2%, from the comparable prior year period. This increase was driven primarily by year-over-year growth in transaction volume associated with cash transfers, expanded adoption of our taxpayer advance programs and the introduction of new tax processing services for the year ended December 31, 2020 compared to the prior year period, partially offset by lower Simply Paid disbursement transactions due to the effects of the COVID-19 pandemic on the rideshare industry.

*Interchange Revenues* — Interchange revenues totaled \$351.8 million for the year ended December 31, 2020, an increase of \$21.6 million, or 7%, from the comparable prior year period. The increase was primarily due to an increase in purchase volume during the year ended December 31, 2020 compared to the prior year period, which we attribute primarily to stimulus funds and unemployment benefits made available under the CARES Act, partially offset by a decline in the interchange rate earned as a result of an increase in the average dollar amount purchased per transaction.

*Interest Income, net* — Net interest income totaled \$14.8 million for the year ended December 31, 2020, a decrease of \$17.1 million, or 54%, from the comparable prior year period. The decrease was principally the result of lower yields on our investment securities portfolio and cash held from customer funds on deposit as a result of rate decreases by the Federal Reserve during the first quarter of 2020.

### Operating Expenses

The following table presents a breakdown of our operating expenses among sales and marketing, compensation and benefits, processing, and other general and administrative expenses:

	Year Ended December 31,			
	2020		2019	
	Amount	% of Total Operating Revenues	Amount	% of Total Operating Revenues
	(In thousands, except percentages)			
Operating expenses:				
Sales and marketing expenses	\$ 415,111	33.1 %	\$ 386,840	34.9 %
Compensation and benefits expenses	233,155	18.6	198,412	17.9
Processing expenses	293,711	23.4	200,674	18.1
Other general and administrative expenses	281,710	22.5	199,751	18.0
Total operating expenses	\$ 1,223,687	97.6 %	\$ 985,677	88.9 %

*Sales and Marketing Expenses* — Sales and marketing expenses totaled \$415.1 million for the year ended December 31, 2020, an increase of \$28.3 million, or 7% compared to the year ended December 31, 2019. This increase was primarily driven by an increase in sales commissions associated with higher revenues generated from products that are subject to revenue-sharing agreements. In addition, beginning on January 1, 2020, the sales commission rate we pay for the MoneyCard program increased from the prior agreement. These increases were partially offset by lower advertising expenses as we focused our marketing spending on more efficient channels.

*Compensation and Benefits Expenses* — Compensation and benefits expenses totaled \$233.2 million for the year ended December 31, 2020, an increase of \$34.8 million, or 18%, compared to the year ended December 31, 2019. The increase was primarily due to an increase in stock-based compensation expense of approximately \$24.1 million, driven primarily by higher achievement of performance-based awards compared to the prior year period and inducement awards issued in connection with several key executive hires during the period. Salaries and wages were also higher by \$15.2 million, which was attributable to accrued bonus compensation and increased severance expenses associated with a reorganization of our leadership team. These increases were partially offset by lower employee travel expenses due to COVID-19 related travel restrictions.

*Processing Expenses* — Processing expenses totaled \$293.7 million for the year ended December 31, 2020, an increase of \$93.0 million, or 46%, compared to the year ended December 31, 2019. This increase was principally due to growth in BaaS account programs within our Account Services segment and overall volume of transactions processed through our platform.

*Other General and Administrative Expenses* — Other general and administrative expenses totaled \$281.7 million for the year ended December 31, 2020, an increase of \$81.9 million, or 41%, from the comparable prior year period. This increase was primarily due to a year-over-year growth in dispute transaction losses and impairment

charges of long-lived assets, as discussed above in our management overview, and higher depreciation and amortization of property, plant and equipment as a result of growth in capital expenditures in recent years.

### Income Tax Expense

The following table presents a breakdown of our effective tax rate among federal, state and other:

	Year Ended December 31,	
	2020	2019
U.S. federal statutory tax rate	21.0 %	21.0 %
State income taxes, net of federal tax benefit	(2.0)	0.1
General business credits	(10.9)	(2.1)
Employee stock-based compensation	(7.7)	(2.2)
Non-deductible executive compensation	17.2	0.1
Non-deductible penalties	1.1	—
Capital loss valuation allowance release	(1.1)	—
Other	0.1	0.6
Effective tax rate	17.7 %	17.5 %

Our income tax expense totaled \$5.0 million for the year ended December 31, 2020, representing a decrease of \$16.2 million from the comparable prior year period. The decrease in income tax expense was primarily driven by the decline in our operating income as our effective tax rate for the year ended December 31, 2020 remained consistent with the prior year comparable period.

The "Other" category in our effective tax rate consists of a variety of permanent differences, none of which were individually significant.

### Results of Operations by Segment

Information with respect to the results of operations for each of our reportable segments may be found under *Note 24 — Segment Information* to the Consolidated Financial Statements included herein, which information is incorporated herein by reference.

### Capital Requirements for Bank Holding Companies

Our subsidiary bank, Green Dot Bank, is a member bank of the Federal Reserve System and our primary regulators are the Federal Reserve Board and the Utah Department of Financial Institutions. We and Green Dot Bank are subject to various regulatory capital requirements administered by the banking agencies. Failure to meet minimum capital requirements can initiate certain mandatory actions by regulators that, if undertaken, could have a direct material effect on our financial statements. Under capital adequacy guidelines, we and Green Dot Bank must meet specific capital guidelines that involve quantitative measures of the assets, liabilities and certain off-balance sheet items as calculated under regulatory accounting practices. The capital amounts and classification are also subject to qualitative judgments by the regulators about components, risk weightings and other factors.

In July 2013, the Federal Reserve and other U.S. banking regulators approved final rules regarding new risk-based capital, leverage and liquidity standards, known as "Basel III." The Basel III rules, which became effective for us and our bank on January 1, 2015, are subject to certain phase-in periods that occur over several years. The U.S. Basel III rules contain new capital standards that change the composition of capital, increase minimum capital ratios and strengthen counter-party credit risk capital requirements. The Basel III rules also include a new definition of common equity Tier 1 capital and require that certain levels of such common equity Tier 1 capital be maintained. The rules also include a new capital conservation buffer, which impose a common equity requirement above the new minimum that can be depleted under stress and could result in restrictions on capital distributions and discretionary bonuses under certain circumstances, as well as a new standardized approach for calculating risk-weighted assets. Under the Basel III rules, we must maintain a ratio of common equity Tier 1 capital to risk-weighted assets of at least 4.5%, a ratio of Tier 1 capital to risk-weighted assets of at least 6%, a ratio of total capital to risk-weighted assets of at least 8% and a minimum Tier 1 leverage ratio of 4.0%.

As of December 31, 2020 and 2019, we and Green Dot Bank were categorized as "well capitalized" under applicable regulatory standards. To be categorized as "well capitalized," we and Green Dot Bank must maintain specific total risk-based, Tier 1 risk-based and Tier 1 leverage ratios as set forth in the table below. There were no conditions or events since December 31, 2020 which management believes would have changed our category as "well capitalized."

The definitions associated with the amounts and ratios below are as follows:

Ratio	Definition
Tier 1 leverage ratio	Tier 1 capital divided by average total assets
Common equity Tier 1 capital ratio	Common equity Tier 1 capital divided by risk-weighted assets
Tier 1 capital ratio	Tier 1 capital divided by risk-weighted assets
Total risk-based capital ratio	Total capital divided by risk-weighted assets

Terms	Definition
Tier 1 capital and Common equity Tier 1 capital	Primarily includes common stock, retained earnings and accumulated OCI, net of deductions and adjustments primarily related to goodwill, deferred tax assets and intangibles. Under the regulatory capital rules, certain deductions and adjustments to these capital figures are phased in through January 1, 2018.
Total capital	Tier 1 capital plus supplemental capital items such as the allowance for loan losses, subject to certain limits
Average total assets	Average total consolidated assets during the period less deductions and adjustments primarily related to goodwill, deferred tax assets and intangibles assets
Risk-weighted assets	Represents the amount of assets or exposure multiplied by the standardized risk weight (%) associated with that type of asset or exposure. The standardized risk weights are prescribed in the bank capital rules and reflect regulatory judgment regarding the riskiness of a type of asset or exposure

The actual amounts and ratios, and required "well capitalized" minimum capital amounts and ratios at December 31, 2020 and 2019, were as follows:

	December 31, 2020			
	Amount	Ratio	Regulatory Minimum	"Well-capitalized" Minimum
	(In thousands, except ratios)			
<b>Green Dot Corporation:</b>				
Tier 1 leverage	\$ 515,134	17.5 %	4.0 %	n/a
Common equity Tier 1 capital	\$ 515,134	57.8 %	4.5 %	n/a
Tier 1 capital	\$ 515,134	57.8 %	6.0 %	6.0 %
Total risk-based capital	\$ 518,358	58.2 %	8.0 %	10.0 %
<b>Green Dot Bank:</b>				
Tier 1 leverage	\$ 253,895	10.1 %	4.0 %	5.0 %
Common equity Tier 1 capital	\$ 253,895	46.1 %	4.5 %	6.5 %
Tier 1 capital	\$ 253,895	46.1 %	6.0 %	8.0 %
Total risk-based capital	\$ 254,855	46.3 %	8.0 %	10.0 %
	December 31, 2019			
	Amount	Ratio	Regulatory Minimum	"Well-capitalized" Minimum
	(In thousands, except ratios)			
<b>Green Dot Corporation:</b>				
Tier 1 leverage	\$ 400,445	22.2 %	4.0 %	n/a
Common equity Tier 1 capital	\$ 400,445	70.5 %	4.5 %	n/a
Tier 1 capital	\$ 400,445	70.5 %	6.0 %	6.0 %
Total risk-based capital	\$ 404,469	71.2 %	8.0 %	10.0 %
<b>Green Dot Bank:</b>				
Tier 1 leverage	\$ 204,141	13.9 %	4.0 %	5.0 %
Common equity Tier 1 capital	\$ 204,141	82.8 %	4.5 %	6.5 %
Tier 1 capital	\$ 204,141	82.8 %	6.0 %	8.0 %
Total risk-based capital	\$ 205,548	83.4 %	8.0 %	10.0 %

## Liquidity and Capital Resources

The following table summarizes our major sources and uses of cash for the periods presented:

	Year Ended December 31,	
	2020	2019
	(In thousands)	
Total cash provided by (used in)		
Operating activities	\$ 209,178	\$ 189,914
Investing activities	(785,832)	(153,853)
Financing activities	1,007,201	(65,125)
Increase (decrease) in unrestricted cash, cash equivalents and restricted cash	<u>\$ 430,547</u>	<u>\$ (29,064)</u>

During the years ended December 31, 2020 and 2019 we financed our operations primarily through our cash flows provided by operating activities and customer funds held on deposit. From time to time, we may also finance short term working capital activities through our borrowings under our credit facility. At December 31, 2020, our primary source of liquidity was unrestricted cash and cash equivalents totaling \$1.5 billion. We also consider our \$971.0 million of investment securities available-for-sale to be highly-liquid instruments.

We use trend and variance analysis as well as our detailed budgets and forecasts to project future cash needs, making adjustments to the projections when needed. We believe that our current unrestricted cash and cash equivalents, cash flows from operations and borrowing capacity under our credit facility will be sufficient to meet our working capital, capital expenditures, equity method investee capital commitments, and any other capital needs for at least the next 12 months. We are currently not aware of any other trends or demands, commitments, events or uncertainties that will result in or that are reasonably likely to result in our liquidity increasing or decreasing in any material way that will impact our capital needs during or beyond the next 12 months. However, if an additional economic relief package is signed into law that provides for substantial additional direct payments and unemployment benefits, we may need to increase the size of our cash contributions to our subsidiary bank, Green Dot Bank, to maintain its capital, leverage and other financial commitments.

We continue to monitor the impact of COVID-19 on our business to ensure our liquidity and capital resources remain appropriate throughout this period of uncertainty.

### **Cash Flows from Operating Activities**

Our \$209.2 million of net cash provided by operating activities in the year ended December 31, 2020 principally resulted from \$23.1 million of net income, adjusted for certain non-cash operating expenses of \$156.6 million, and an increase in net working capital assets and liabilities of \$29.5 million.

Our \$189.9 million of net cash provided by operating activities in the year ended December 31, 2019 principally resulted from \$99.9 million of net income, adjusted for certain non-cash operating expenses of \$125.1 million, and a decrease in net working capital assets and liabilities of \$35.1 million, driven principally by changes in accounts receivables and prepaid and other assets.

### **Cash Flows from Investing Activities**

Our \$785.8 million of net cash used in investing activities in the year ended December 31, 2020 primarily reflects purchases of available-for-sale investment securities, net of proceeds from sales and maturities of \$687.8 million, payments for the development and acquisition of property and equipment of \$59.0 million and capital contributions related to our investment in TailFin Labs, LLC of \$35.0 million. Capital commitment relief recently granted to us by the Federal Reserve on our GPR deposits has provided greater flexibility in how we can utilize our cash and cash equivalents, and as a result, we purchased additional available-for-sale investment securities compared to the prior year.

Our \$153.9 million of net cash used in investing activities in the year ended December 31, 2019 primarily reflects payments for the development and acquisition of property and equipment of \$78.2 million and purchases of available-for-sale investment securities, net of proceeds from sales and maturities of \$73.2 million.

### **Cash Flows from Financing Activities**

Our \$1.0 billion of net cash provided by financing activities for the year ended December 31, 2020 was principally the result of a net increase in customer deposits of \$1.6 billion, partially offset by a net decrease in obligations to customers of \$512.5 million and repayments on our revolving credit facility of \$35.0 million. Total

customer deposit balances have increased substantially as compared to December 31, 2019, driven primarily by stimulus funds and other government benefits received by our cardholders under the CARES Act and the additional economic stimulus package signed into law in December 2020.

Our \$65.1 million of net cash used in financing activities for the year ended December 31, 2019 was primarily the result of \$100.0 million used for stock repurchases under our stock repurchase program, \$60.0 million in repayments of our note payable, a net decrease in obligations to customers of \$66.8 million and \$21.3 million in taxes paid from net settled equity awards, partially offset by a net increase in customer deposits of \$146.1 million and borrowings on our revolving credit facility of \$35.0 million.

#### *Other Sources of Liquidity: 2019 Revolving Facility*

In October 2019, we entered into a revolving credit agreement with Wells Fargo Bank, National Association, and other lenders party thereto. The credit agreement provides for a \$100.0 million five-year revolving facility and matures in October 2024. At our election, loans made under the credit agreement bear interest at 1) a LIBOR rate (the "LIBOR Rate") or 2) a base rate determined by reference to the highest of (a) the United States federal funds rate plus 0.50%, (b) the Wells Fargo prime rate, and (c) one-month LIBOR rate plus 1.0% (the "Base Rate"), plus in either case an applicable margin. The applicable margin for borrowings depends on our total leverage ratio and varies from 1.25% to 2.00% for LIBOR Rate loans and 0.25% to 1.00% for Base Rate loans. During the first quarter of 2020, we drew the maximum amount available of \$100.0 million as a precautionary measure due to the uncertainty associated with the COVID-19 pandemic, but have since repaid the entire balance resulting in there being no borrowings outstanding as of December 31, 2020.

We are also subject to certain financial covenants, which include maintaining a minimum fixed charge coverage ratio and a maximum consolidated leverage ratio at the end of each fiscal quarter, as defined in the agreement. At December 31, 2020, we were in compliance with all such covenants.

#### **Material Cash Requirements**

While the effect of COVID-19 has created economic uncertainty and impacted how we manage our liquidity and capital resources, we anticipate that we will continue to develop and purchase property and equipment as necessary in the normal course of our business. The amount and timing of these payments and the related cash outflows in future periods is difficult to predict and is dependent on a number of factors including the hiring of new employees, the rate of change of computer hardware and software used in our business and our business outlook as a result of the COVID-19 pandemic. We intend to continue to invest in new products and programs we believe are critical, including GO2bank, new features for our existing products and IT infrastructure to scale and operate effectively to meet our strategic objectives. However, we do not expect these capital expenditures will exceed the amount of our capital expenditures in 2020. We expect to fund these capital expenditures primarily through our cash flows provided by operating activities.

We have used cash to acquire businesses and technologies and we anticipate that we may continue to do so in the future. The nature of these transactions, however, makes it difficult to predict the amount and timing of such cash requirements.

Additionally, we may make periodic cash contributions to our subsidiary bank, Green Dot Bank, to maintain its capital, leverage and other financial commitments at levels we have agreed to with our regulators. As we noted above, if another economic relief package is signed into law that provides for substantial additional direct payments and unemployment benefits, we may need to increase the size of our cash contributions to our subsidiary bank to maintain its capital, leverage and other financial commitments.

We also have certain contractual payment obligations, in each case, as described in more detail below.

#### *Contractual Obligations*

On January 2, 2020, we effectuated our agreement with Walmart to jointly establish a new fintech accelerator under the name TailFin Labs, LLC, with a mission to develop innovative products, services and technologies that sit at the intersection of retail shopping and consumer financial services. We hold a 20% ownership interest in the entity, in exchange for annual capital contributions of \$35.0 million per year from January 2020 through January 2024. See *Note 7 - Equity Method Investment* of the Notes to our Consolidated Financial Statements for additional information.

In response to our remote employee workforce strategy in the U.S., we have commenced closure of most our leased office locations beginning in 2021. However, we will be required to continue making our contractual payments until our operating leases are formally terminated or expire. Our leases have remaining lease terms of less than 1 year to approximately 5 years, many of which generally include renewal options of varying terms, and as



of December 31, 2020, we have a total lease liability of \$24.6 million. See *Note 20 - Leases* of the Notes to our Consolidated Financial Statements for additional information regarding our lease liabilities as of December 31, 2020.

Our definitive agreement to acquire all of the equity interests of UniRush provides for a minimum \$4 million annual earn-out payment for five years following the closing, ending in February 2022.

In the normal course of business, we enter into various agreements with our vendors and retail distributors that may subject us to minimum annual requirements. While our contractual commitments will have an impact on our future liquidity, we believe that we will be able to adequately fulfill these obligations through cash generated from operations and from our existing cash balances.

### Statistical Disclosure by Bank Holding Companies

This section presents information required by the SEC's Industry Guide 3, "*Statistical Disclosure by Bank Holding Companies.*" The tables in this section include Green Dot Bank information only.

### Distribution of Assets, Liabilities and Stockholders' Equity

The following table presents average balance data and interest income and expense data for our banking operations, as well as the related interest yields and rates for the years ended December 31, 2020 and 2019 and average balance data for the period ended December 31, 2018:

	Year ended December 31,						Period ended
	2020			2019			December 31,
	Average balance	Interest income/ interest expense	Yield/ rate	Average balance	Interest income/ interest expense	Yield/ rate	Average balance
(In thousands, except percentages)							
<b>Assets</b>							
Interest-bearing assets							
Loans (1)	\$ 22,533	\$ 2,454	10.9 %	\$ 23,656	\$ 2,050	8.7 %	\$ 21,742
Taxable investment securities	506,152	7,031	1.4	229,575	6,722	2.9	208,359
Non-taxable investment securities	11,481	278	2.4	399	10	2.5	423
Federal reserve stock	5,473	272	5.0	5,377	273	5.1	3,722
Fee advances	7,775	1,455	18.7	6,301	1,296	20.6	7,641
Cash	1,769,837	5,709	0.3	1,124,979	24,616	2.2	992,138
Total interest-bearing assets	2,323,251	17,199	0.7 %	1,390,287	34,967	2.5 %	1,234,025
Non-interest bearing assets	131,612			255,997			236,254
Total assets	\$ 2,454,863			\$ 1,646,284			\$ 1,470,279
<b>Liabilities</b>							
Interest-bearing liabilities							
Checking accounts	\$ 9,271	\$ 54	0.6 %	\$ 80,642	\$ 1,750	2.2 %	\$ 75,674
Savings deposits	20,702	273	1.3	23,598	242	1.0	15,244
Time deposits, denominations greater than or equal to \$100	4,038	51	1.3	2,234	31	1.4	4,172
Time deposits, denominations less than \$100	790	1	0.1	2,105	9	0.4	1,297
Total interest-bearing liabilities	34,801	379	1.1 %	108,579	2,032	1.9 %	96,387
Non-interest bearing liabilities	2,173,578			1,225,023			1,214,396
Total liabilities	2,208,379			1,333,602			1,310,783
Total stockholders' equity	246,484			312,682			159,496
Total liabilities and stockholders' equity	\$ 2,454,863			\$ 1,646,284			\$ 1,470,279
Net interest income/yield on earning assets		\$ 16,820	(0.4)%		\$ 32,935	0.6 %	

(1) Non-performing loans are included in the respective average loan balances. Income, if any, on such loans is recognized on a cash basis.

The following table presents the rate/volume variance in interest income and expense for the year ended December 31, 2020:

	December 31, 2020		
	Total Change in Interest Income/Expense	Change Due to Rate (1)	Change Due to Volume (1)
	(In thousands)		
Loans	\$ 404	\$ 526	\$ (122)
Taxable investment securities	309	(3,533)	3,842
Non-taxable investment securities	268	(1)	269
Federal reserve stock	(1)	(6)	5
Fee advances	159	(116)	275
Cash	(18,907)	(20,987)	2,080
	\$ (17,768)	\$ (24,117)	\$ 6,349
Checking accounts	\$ (1,696)	\$ (1,205)	\$ (491)
Savings deposits	31	69	(38)
Time deposits, denominations greater than or equal to \$100	20	(3)	23
Time deposits, denominations less than \$100	(8)	(6)	(2)
	\$ (1,653)	\$ (1,145)	\$ (508)

(1) The change in interest income and expense not solely due to changes in volume or rate has been allocated on a pro-rata basis to the volume and rate columns.

### Investment Portfolio

The following table presents the amortized cost and fair value of Green Dot Bank's investment portfolio at December 31, 2020, 2019 and 2018:

	December 31, 2020		December 31, 2019		December 31, 2018	
	Amortized Cost	Fair Value	Amortized Cost	Fair Value	Amortized Cost	Fair Value
(In thousands)						
Corporate bonds	\$ 10,000	\$ 10,110	\$ 10,000	\$ 10,012	\$ —	\$ —
Negotiable certificate of deposit	—	—	—	—	15,000	15,000
Agency bond securities	235,839	234,157	19,980	20,000	19,723	19,693
Agency mortgage-backed securities	686,108	691,029	208,821	211,033	87,156	86,813
Municipal bonds	29,977	30,501	4,342	4,342	507	483
Asset-backed securities	4,917	5,172	31,814	32,052	79,274	79,194
Total fixed-income securities	\$ 966,841	\$ 970,969	\$ 274,957	\$ 277,439	\$ 201,660	\$ 201,183

The following table shows the scheduled maturities, by amortized cost, and average yields for Green Dot Bank's investment portfolio at December 31, 2020:

	Due in one year or less	Due after one year through five years	Due after five years through ten years	Due after ten years	Total
	(In thousands, except percentages)				
Corporate bonds	\$ —	\$ 10,000	\$ —	\$ —	\$ 10,000
Agency bond securities	—	—	190,839	45,000	235,839
Agency mortgage-backed securities	—	—	—	686,108	686,108
Municipal bonds	—	—	—	29,977	29,977
Asset-backed securities	—	—	4,917	—	4,917
Total fixed-income securities	\$ —	\$ 10,000	\$ 195,756	\$ 761,085	\$ 966,841
Weighted-average yield	— %	2.47 %	1.16 %	1.03 %	1.07 %

## Deposits

The following table shows Green Dot Bank's average deposits and the annualized average rate paid on those deposits for the years ended December 31, 2020, 2019, and 2018:

	December 31, 2020		December 31, 2019		December 31, 2018	
	Average Balance	Weighted-Average Rate	Average Balance	Weighted-Average Rate	Average Balance	Weighted-Average Rate
(In thousands, except percentages)						
Interest-bearing deposit accounts						
Checking accounts	\$ 9,271	0.6 %	\$ 80,642	2.2 %	\$ 75,674	1.8 %
Savings deposits	20,702	1.3	23,598	1.0	15,244	0.7
Time deposits, denominations greater than or equal to \$100	4,038	1.3	2,234	1.4	4,172	0.8
Time deposits, denominations less than \$100	790	0.1	2,105	0.4	1,297	0.7
Total interest-bearing deposit accounts	34,801	1.1 %	108,579	1.9 %	96,387	1.6 %
Non-interest bearing deposit accounts	1,898,216		839,657		943,464	
Total deposits	\$ 1,933,017		\$ 948,236		\$ 1,039,851	

The following table shows the scheduled maturities for Green Dot Bank's time deposits portfolio greater than \$100,000 at December 31, 2020:

	December 31, 2020
	(In thousands)
Less than 3 months	\$ 416
3 through 6 months	553
6 through 12 months	108
Greater than 12 months	2,690
	<u>\$ 3,767</u>

## Key Financial Ratios

The following table shows certain of Green Dot Bank's key financial ratios for the years ended December 31, 2020, 2019, and 2018:

	December 31, 2020	December 31, 2019	December 31, 2018
Net return on assets	2.0 %	3.4 %	2.3 %
Net return on equity	19.7	17.7	21.0
Equity to assets ratio	10.0	19.0	10.9

## ITEM 7A. Quantitative and Qualitative Disclosures about Market Risk

Market risk is the potential for economic losses from changes in market factors such as foreign currency exchange rates, credit, interest rates and equity prices. We believe that we have limited exposure to risks associated with changes in foreign currency exchange rates, interest rates and equity prices. We have no significant foreign operations. We do not hold or enter into derivatives or other financial instruments for trading or speculative purposes.

### *Interest rates*

While operating net interest income has become a more meaningful component to our consolidated operating results, we do not consider our cash and cash equivalents or our investment securities to be subject to material interest rate risk due to their short duration. However, the Federal Open Market Committee (FOMC) decreased the federal funds target rate in March 2020 to a range of 0%-0.25%. An extended duration of near zero short-term interest rates could adversely impact the amount of net interest income we earn in the future.

As of December 31, 2020, we had no balances outstanding under our \$100.0 million line of credit agreement. Refer to *Note 11 — Debt* to the Consolidated Financial Statements included herein for additional information. Should we require additional liquidity from our line of credit, our borrowings are expected to be at variable rates of interest and would expose us to interest rate risk. Although any short-term borrowings under our revolving credit facility would likely be insensitive to interest rate changes, interest expense on short-term borrowings will increase and decrease with changes in the underlying short-term interest rates. For example, assuming our credit agreement is drawn up to its maximum borrowing capacity of \$100.0 million, based on the applicable LIBOR and margin in effect as of December 31, 2020, each quarter point of change in interest rates would result in a \$0.3 million change in our annual interest expense.

We actively monitor our interest rate exposure and our objective is to reduce, where we deem appropriate to do so, fluctuations in earnings and cash flows associated with changes in interest rates. In order to accomplish this objective, we may enter into derivative financial instruments, such as forward contracts and interest rate hedge contracts only to the extent necessary to manage our exposure. We do not hold or enter into derivatives or other financial instruments for trading or speculative purposes.

### *Credit and liquidity risk*

We do have exposure to credit and liquidity risk associated with the financial institutions that hold our cash and cash equivalents, restricted cash, available-for-sale investment securities, settlement assets due from our Simply Paid distribution partners and retail distributors that collect funds and fees from our customers, and amounts due from our issuing banks for fees collected on our behalf.

We manage the credit and liquidity risk associated with our cash and cash equivalents, available-for-sale investment securities, loans and amounts due from issuing banks by maintaining an investment policy that restricts our correspondent banking relationships to approved, well capitalized institutions and restricts investments to highly liquid, low credit risk assets. Our policy has limits related to liquidity ratios, the concentration that we may have with a single institution or issuer and effective maturity dates as well as restrictions on the type of assets that we may invest in. The management Asset Liability Committee is responsible for monitoring compliance with our Capital Asset Liability Management policy and related limits on an ongoing basis, and reports regularly to the risk committee of our Board of Directors.

Our exposure to credit risk associated with our retail distributors and Simply Paid distribution partners is mitigated due to the short time period, currently an average of two days that retailer settlement assets are outstanding. We perform an initial credit review and assign a credit limit to each new retail distributor and Simply Paid distribution partner. We monitor each retail distributor's and Simply Paid distribution partner's settlement asset exposure and its compliance with its specified contractual settlement terms on a daily basis and assess their credit limit and financial condition on a periodic basis. Our management's Enterprise Risk Management Committee is responsible for monitoring our retail distributor and Simply Paid distribution partner exposure and assigning credit limits and reports regularly to the risk committee of our Board of Directors. We continue to monitor our exposure to credit risk with our retail distributors and other business partners in light of the COVID-19 pandemic.

**ITEM 8. Financial Statements and Supplementary Data****Index to Consolidated Financial Statements**

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All financial statement schedules have been omitted, since the required information is not applicable or is not present in amounts sufficient to require submission of the schedule, or because the information required is included in the consolidated financial statements and notes thereto.

## Report of Independent Registered Public Accounting Firm

To the Stockholders and the Board of Directors of Green Dot Corporation

### Opinion on Internal Control over Financial Reporting

We have audited Green Dot Corporation's internal control over financial reporting as of December 31, 2020, based on criteria established in Internal Control— Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the "COSO criteria"). In our opinion, Green Dot Corporation (the "Company") maintained, in all material respects, effective internal control over financial reporting as of December 31, 2020, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) ("PCAOB"), the 2020 consolidated financial statements of the Company and our report dated February 26, 2021 expressed an unqualified opinion thereon.

### Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying report of management on internal control over financial reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects.

Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

### Definition and Limitations of Internal Control Over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ Ernst & Young LLP

Los Angeles, California

February 26, 2021



## Report of Independent Registered Public Accounting Firm

To the Stockholders and the Board of Directors of Green Dot Corporation

### Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Green Dot Corporation (the "Company") as of December 31, 2020 and 2019, the related consolidated statements of operations, comprehensive income, changes in stockholders' equity and cash flows for each of the three years in the period ended December 31, 2020, and the related notes (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2020 and 2019, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2020, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) ("PCAOB"), the Company's internal control over financial reporting as of December 31, 2020, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) and our report dated February 26, 2021 expressed an unqualified opinion thereon.

### Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

### Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current period audit of the financial statements that was communicated or required to be communicated to the audit committee and that: (1) relates to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective or complex judgments. The communication of the critical audit matter does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

#### **Revenue Recognition**

<i>Description of the Matter</i>	As discussed in Note 2 and Note 3 of the consolidated financial statements, the Company recorded card revenues and other fees of \$593.9 million, interchange revenues of \$351.8 million, and processing and settlement services revenues of \$293.2 million in operating revenues for the year ended December 31, 2020. Card revenues and other fees consist of monthly maintenance fees, new card fees, ATM fees, and other card revenues, which include revenue associated with the Company's gift card program. The Company records estimated cash back rewards as a reduction to card revenues and other fees. Processing and settlement services revenues include cash transfer revenues, Simply Paid disbursement revenues, and tax refund processing service revenues. The Company's revenue recognition differs between each of these discrete revenue streams. The Company recognizes revenue when control of the promised goods or services is transferred to customers in an amount that reflects the consideration the Company expects to be entitled to in exchange for the goods or services.
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Auditing card revenues and other fees, interchange revenues, and cash transfer revenues was complex due to the high aggregate dollar value and large volume of revenue-generating transactions, the number of contracts involved with each revenue stream, the number of systems and processes involved in the processing of such transactions, including third-party service organizations, and the judgment required by management in estimating the average card lifetime used to recognize new card fees and estimating the cash back rewards included in card revenues and other fees.

*How We  
Addressed the  
Matter in Our Audit*

We obtained an understanding, evaluated the design and tested the operating effectiveness of the Company's processes, systems and controls related to the recognition of card revenues and other fees, interchange revenues, and cash transfer revenues, including, among others, controls related to management's assessment of when control of goods and services is transferred to customers, the Company's use of relevant third-party service organizations, and management's review of significant assumptions and underlying data used to estimate the average card lifetime and the cash back rewards.

Our audit procedures included, among others, assessing a sample of contracts to determine whether terms that may impact revenue recognition were identified and properly considered in the Company's evaluation of the accounting for the contracts, calculating revenue per transaction based upon the card revenues and other fees, interchange revenues, and cash transfer revenues recognized and relevant non-financial metrics for each revenue stream (e.g., purchase volumes and number of card activations) and comparing the revenue per transaction for each revenue stream to historical trends and expectations based on contractual rates and historical data. We tested revenue transaction details on a sample basis for certain card revenues and other fees by agreeing such revenues and fees to third party supporting documentation. In addition, we tested the methodology and significant assumptions and underlying data used in management's estimate of the average card lifetime by comparing the assumptions and data to the Company's historical data involving the period from activation of the card through the date of last positive balance. We tested the methodology and significant assumptions and underlying data used in management's estimate of the cash back rewards by comparing the customer activity and customer redemption rates to comparable peer trends and the Company's historical reward data.

/s/ Ernst & Young LLP

We have served as the Company's auditor since 2005.

Los Angeles, California  
February 26, 2021

**GREEN DOT CORPORATION**  
**CONSOLIDATED BALANCE SHEETS**

Assets	December 31,	
	2020	2019
(In thousands, except par value)		
<b>Current assets:</b>		
Unrestricted cash and cash equivalents	\$ 1,491,842	\$ 1,063,426
Restricted cash	4,859	2,728
Investment securities available-for-sale, at fair value	—	10,020
Settlement assets	782,262	239,222
Accounts receivable, net	67,755	59,543
Prepaid expenses and other assets	66,705	66,183
Income tax receivable	—	870
<b>Total current assets</b>	<b>2,413,423</b>	<b>1,441,992</b>
Investment securities available-for-sale, at fair value	970,969	267,419
Loans to bank customers, net of allowance for loan losses of \$757 and \$1,166 as of December 31, 2020 and 2019, respectively	21,011	21,417
Prepaid expenses and other assets	40,481	10,991
Property, equipment, and internal-use software, net	133,400	145,476
Operating lease right-of-use assets	13,134	26,373
Deferred expenses	18,332	16,891
Net deferred tax assets	12,739	9,037
Goodwill and intangible assets	491,778	520,994
<b>Total assets</b>	<b>\$ 4,115,267</b>	<b>\$ 2,460,590</b>
<b>Liabilities and Stockholders' Equity</b>		
<b>Current liabilities:</b>		
Accounts payable	\$ 34,823	\$ 37,876
Deposits	2,735,116	1,175,341
Obligations to customers	95,375	69,377
Settlement obligations	17,759	13,251
Amounts due to card issuing banks for overdrawn accounts	235	380
Other accrued liabilities	145,359	107,842
Operating lease liabilities	8,175	8,764
Deferred revenue	28,584	28,355
Income tax payable	12,146	3,948
<b>Total current liabilities</b>	<b>3,077,572</b>	<b>1,445,134</b>
Other accrued liabilities	4,275	10,883
Operating lease liabilities	16,396	24,445
Line of credit	—	35,000
Net deferred tax liabilities	7,192	17,772
<b>Total liabilities</b>	<b>3,105,435</b>	<b>1,533,234</b>
Commitments and contingencies (Note 21)		
<b>Stockholders' equity:</b>		
Class A common stock, \$0.001 par value; 100,000 shares authorized as of December 31, 2020 and 2019; 54,034 and 51,807 shares issued and outstanding as of December 31, 2020 and 2019, respectively	54	52
Additional paid-in capital	354,460	296,224
Retained earnings	651,890	629,040
Accumulated other comprehensive income	3,428	2,040
<b>Total stockholders' equity</b>	<b>1,009,832</b>	<b>927,356</b>
<b>Total liabilities and stockholders' equity</b>	<b>\$ 4,115,267</b>	<b>\$ 2,460,590</b>

**See notes to consolidated financial statements**

**GREEN DOT CORPORATION**  
**CONSOLIDATED STATEMENTS OF OPERATIONS**

	Year Ended December 31,		
	2020	2019	2018
	(In thousands, except per share data)		
Operating revenues:			
Card revenues and other fees	\$ 593,915	\$ 459,357	\$ 482,881
Processing and settlement service revenues	293,216	287,064	247,958
Interchange revenues	351,843	330,233	310,919
Interest income, net	14,786	31,941	23,817
Total operating revenues	<u>1,253,760</u>	<u>1,108,595</u>	<u>1,065,575</u>
Operating expenses:			
Sales and marketing expenses	415,111	386,840	326,333
Compensation and benefits expenses	233,155	198,412	221,627
Processing expenses	293,711	200,674	181,160
Other general and administrative expenses	281,710	199,751	206,040
Total operating expenses	<u>1,223,687</u>	<u>985,677</u>	<u>935,160</u>
Operating income	30,073	122,918	130,415
Interest expense, net	761	1,864	5,046
Other (expense) income, net	(1,217)	27	(1,552)
Income before income taxes	28,095	121,081	123,817
Income tax expense	4,964	21,184	5,114
Net income	<u>\$ 23,131</u>	<u>\$ 99,897</u>	<u>\$ 118,703</u>
Basic earnings per common share:	<u>\$ 0.43</u>	<u>\$ 1.91</u>	<u>\$ 2.27</u>
Diluted earnings per common share:	<u>\$ 0.42</u>	<u>\$ 1.88</u>	<u>\$ 2.18</u>
Basic weighted-average common shares issued and outstanding:	52,438	52,195	52,222
Diluted weighted-average common shares issued and outstanding:	53,685	53,138	54,481

**See notes to consolidated financial statements**

**GREEN DOT CORPORATION**  
**CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME**

	Year Ended December 31,		
	2020	2019	2018
	(In thousands)		
Net income	\$ 23,131	\$ 99,897	\$ 118,703
Other comprehensive income			
Unrealized holding gain, net of tax	1,388	2,177	593
Comprehensive income	<u>\$ 24,519</u>	<u>\$ 102,074</u>	<u>\$ 119,296</u>

**See notes to consolidated financial statements**

**GREEN DOT CORPORATION**  
**CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY**

	Class A Common Stock		Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Total Stockholders' Equity
	Shares	Amount				
(In thousands)						
<b>Balance at December 31, 2017</b>	<b>51,136</b>	<b>\$ 51</b>	<b>\$ 354,789</b>	<b>\$ 410,440</b>	<b>\$ (730)</b>	<b>\$ 764,550</b>
Common stock issued under stock plans, net of withholdings and related tax effects	1,781	2	(24,129)	—	—	(24,127)
Stock-based compensation	—	—	50,093	—	—	50,093
Net income	—	—	—	118,703	—	118,703
Other comprehensive income	—	—	—	—	593	593
<b>Balance at December 31, 2018</b>	<b>52,917</b>	<b>\$ 53</b>	<b>\$ 380,753</b>	<b>\$ 529,143</b>	<b>\$ (137)</b>	<b>\$ 909,812</b>
Common stock issued under stock plans, net of withholdings and related tax effects	962	1	(14,114)	—	—	(14,113)
Stock-based compensation	—	—	29,583	—	—	29,583
Repurchases of Class A common stock	(2,072)	(2)	(99,998)	—	—	(100,000)
Net income	—	—	—	99,897	—	99,897
Other comprehensive income	—	—	—	—	2,177	2,177
<b>Balance at December 31, 2019</b>	<b>51,807</b>	<b>\$ 52</b>	<b>\$ 296,224</b>	<b>\$ 629,040</b>	<b>\$ 2,040</b>	<b>\$ 927,356</b>
Common stock issued under stock plans, net of withholdings and related tax effects	1,252	1	4,543	—	—	4,544
Stock-based compensation	—	—	53,694	—	—	53,694
Walmart restricted shares	975	1	(1)	—	—	—
Net income	—	—	—	23,131	—	23,131
Other comprehensive income	—	—	—	—	1,388	1,388
Cumulative effect adjustment for adoption of ASU No. 2016-13 (CECL)	—	—	—	(281)	—	(281)
<b>Balance at December 31, 2020</b>	<b>54,034</b>	<b>\$ 54</b>	<b>\$ 354,460</b>	<b>\$ 651,890</b>	<b>\$ 3,428</b>	<b>\$ 1,009,832</b>

See notes to consolidated financial statements



**GREEN DOT CORPORATION**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**

	Year Ended December 31,		
	2020	2019	2018
(In thousands)			
<b>Operating activities</b>			
Net income	\$ 23,131	\$ 99,897	\$ 118,703
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization of property, equipment and internal-use software	58,005	49,489	38,581
Amortization of intangible assets	28,119	32,616	32,761
Provision for uncollectible overdrawn accounts from purchase transactions	7,684	6,641	12,442
Stock-based compensation	53,694	29,583	50,093
Losses in equity method investments	6,290	—	—
Realized gain on sale of available-for-sale investment securities	(5,073)	—	—
Amortization of premium (discount) on available-for-sale investment securities	999	(117)	1,042
Change in fair value of contingent consideration	—	(1,866)	3,298
Amortization of deferred financing costs	169	1,334	1,594
Impairment of long-lived assets	21,719	578	922
Deferred income tax (benefit) expense	(15,003)	6,876	(234)
Changes in operating assets and liabilities:			
Accounts receivable, net	(16,177)	(25,242)	(18,107)
Prepaid expenses and other assets	980	(12,032)	(9,930)
Deferred expenses	(1,441)	4,310	590
Accounts payable and other accrued liabilities	37,640	(8,145)	12,471
Deferred revenue	576	(6,711)	4,675
Income tax receivable/payable	9,531	11,682	(1,253)
Other, net	(1,665)	1,021	3,403
Net cash provided by operating activities	209,178	189,914	251,051
<b>Investing activities</b>			
Purchases of available-for-sale investment securities	(994,428)	(189,066)	(186,884)
Proceeds from maturities of available-for-sale securities	107,723	110,971	60,449
Proceeds from sales of available-for-sale securities	198,895	4,915	78,385
Payments for acquisition of property and equipment	(59,035)	(78,214)	(61,030)
Net changes in loans	(453)	(2,459)	(5,887)
Investment in TailFin Labs, LLC	(35,000)	—	—
Other	(3,534)	—	—
Net cash used in investing activities	(785,832)	(153,853)	(114,967)
<b>Financing activities</b>			
Repayments of borrowings from notes payable	—	(60,000)	(22,500)
Borrowings on revolving line of credit	100,000	35,000	—
Repayments on revolving line of credit	(135,000)	—	—
Proceeds from exercise of options and ESPP purchases	16,997	7,226	21,880
Taxes paid related to net share settlement of equity awards	(12,453)	(21,338)	(46,007)
Net changes in deposits	1,554,191	146,100	(16,733)
Net changes in settlement assets and obligations to customers	(512,534)	(66,760)	17,255
Contingent consideration payments	(4,000)	(4,634)	(4,856)
Repurchase of Class A common stock	—	(100,000)	—
Deferred financing costs	—	(719)	—
Net cash provided by (used in) financing activities	1,007,201	(65,125)	(50,961)
Net increase (decrease) in unrestricted cash, cash equivalents and restricted cash	430,547	(29,064)	85,123
Unrestricted cash, cash equivalents and restricted cash, beginning of period	1,066,154	1,095,218	1,010,095
Unrestricted cash, cash equivalents and restricted cash, end of period	\$ 1,496,701	\$ 1,066,154	\$ 1,095,218
Cash paid for interest	\$ 926	\$ 2,452	\$ 4,888
Cash paid for income taxes	\$ 10,618	\$ 1,921	\$ 6,233
<b>Reconciliation of unrestricted cash, cash equivalents and restricted cash at end of period:</b>			
Unrestricted cash and cash equivalents	\$ 1,491,842	\$ 1,063,426	\$ 1,094,728
Restricted cash	4,859	2,728	490
Total unrestricted cash, cash equivalents and restricted cash, end of period	\$ 1,496,701	\$ 1,066,154	\$ 1,095,218

**See notes to consolidated financial statements**

**GREEN DOT CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**Note 1—Organization**

Green Dot Corporation (“we,” “our,” or “us” refer to Green Dot Corporation and its consolidated subsidiaries) is a financial technology and registered bank holding company focused on making modern banking and money movement accessible for all. Our goal is to deliver trusted, best-in-class money management and payment solutions to our customers and partners, seamlessly connecting people to their money. Our proprietary technology enables faster, more efficient electronic payments and money management, powering intuitive and seamless ways for people to spend, send, control and save their money. Through our bank, we offer a suite of financial products to consumers and businesses including debit, prepaid, checking, credit and payroll cards, as well as robust money processing services, tax refunds, cash deposits and disbursements.

We were incorporated in Delaware in 1999 and became a bank holding company under the Bank Holding Company Act and a member bank of the Federal Reserve System in December 2011.

**Note 2—Summary of Significant Accounting Policies****Principles of Consolidation and Basis of Presentation**

Our consolidated financial statements include the results of Green Dot Corporation and our wholly-owned subsidiaries. We prepared the accompanying consolidated financial statements in accordance with generally accepted accounting principles in the United States of America, or U.S. GAAP. We eliminate all significant intercompany balances and transactions on consolidation. We include the results of operations of acquired companies from the date of acquisition.

**Use of Estimates and Assumptions**

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting periods. Future events and their effects cannot be predicted with certainty; accordingly, accounting estimates require the exercise of judgment. These financial statements were prepared using information reasonably available as of December 31, 2020 and through the date of this report. The accounting estimates used in the preparation of the Company’s consolidated financial statements may change as new events occur, as more experience is acquired, as additional information is obtained and as the Company’s operating environment changes. Actual results may differ from these estimates due to the uncertainty around the magnitude, duration and effects of the COVID-19 pandemic, as well as other factors.

**Unrestricted Cash and Cash Equivalents**

We consider all unrestricted highly liquid investments with an original maturity of three months or less to be unrestricted cash and cash equivalents.

**Investment Securities**

Our investment portfolio is primarily comprised of fixed income securities. We classify these securities as available-for-sale and report them at fair value with the related unrealized gains and losses, net of tax, included in accumulated other comprehensive income or loss, unless credit related. We establish an allowance for credit losses limited by the amount that the fair value of the investment is less than its amortized cost. If the impairment of the investment security is credit-related, the impairment is recorded in earnings with any subsequent improvements in credit recognized through a reversal of the allowance established. Non-credit related impairment is recorded in accumulated other comprehensive income or loss, a component of stockholders’ equity. We classify investment securities with maturities less than or equal to 365 days as current assets.

We regularly evaluate each fixed income security where the value has declined below amortized cost to assess whether the decline in fair value is credit or non-credit related. In determining whether an impairment is credit related or not, we consider the extent of the decline in fair value compared to the security’s amortized cost, the presence of adverse conditions such as the financial condition of the issuer, the payment structure of the security, credit rating changes and other qualitative factors, as well as whether we either plan to sell the security or it is more likely-than-not that we will be required to sell the security before recovery of its amortized cost. If we intend to sell an investment security or believe we will more-likely-than-not be required to sell a security, we record the full amount of the impairment in earnings.

**GREEN DOT CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (CONTINUED)**

**Note 2—Summary of Significant Accounting Policies (continued)**

Interest on fixed income securities, including amortization of premiums and accretion of discounts, is included in interest income.

**Obligations to Customers and Settlement Assets and Obligations**

At the point of sale, our retail distributors collect customer funds for purchases of new cards and balance reloads and then remit these funds directly to the banks that issue our cards. Our retail distributors' remittance of these funds takes an average of two business days.

Settlement assets represent the amounts due from our retail distributors and other partners for customer funds collected at the point of sale that have not yet been received by our subsidiary bank. Also included in this balance are payroll amounts funded in advance (up to two days early) to certain cardholders who are eligible to participate in our early direct deposit programs. Obligations to customers represent customer funds collected from (or to be remitted by) our retail distributors for which the underlying products have not been activated. Once the underlying products have been activated, the customer funds are reclassified as deposits in a bank account established for the benefit of the customer. Settlement obligations represent the customer funds received by our subsidiary bank that are due to third-party card issuing banks upon activation.

**Accounts Receivable, net**

Accounts receivable is comprised principally of trade accounts receivable, receivables due from card issuing banks, overdrawn account balances due from cardholders, fee advances and other receivables. We record accounts receivable net of reserves for estimated uncollectible accounts. Receivables due from card issuing banks primarily represent revenue-related funds held at the third-party card issuing banks related to our network branded programs that have yet to be remitted to us. These receivables are generally collected within a short period of time based on the remittance terms in our agreements with the third-party card issuing banks. Fee advances represent short-term advances to in-person tax return preparation companies made prior to and during tax season. These advances are collateralized by their clients' tax preparation fees and are generally collected within a short period of time as the in-person tax preparation companies begin preparing and processing their clients' tax refunds.

*Overdrawn Account Balances Due from Cardholders and Reserve for Uncollectible Overdrawn Accounts*

Our cardholder accounts may become overdrawn as a result of maintenance fee assessments or from purchase transactions that we honor, in excess of the funds in a cardholder's account. We are exposed to losses from any unrecovered overdrawn account balances. Reserves for overdrawn account balances from purchase transactions are included as a component of other general and administrative expenses on our consolidated statements of operations. Overdrawn cardholder balances from maintenance fee assessments are presented net of the consideration we expect to receive under ASC 606, *Revenue from Contracts with Customers*, and are recorded as contra-revenue within card revenues and other fees.

We classify overdrawn accounts from purchase transactions into age groups based on the number of days that have elapsed since an account last had activity, such as a purchase, ATM transaction or fee assessment. We calculate a reserve factor for each age group based on the average recovery rate for the most recent six months. These factors are applied to these age groups to estimate our overall expected loss reserve. When more than 90 days have passed without activity in an account, we write off the full amount of the overdrawn account balance.

**Restricted Cash**

As of December 31, 2020 and 2019, restricted cash amounted to \$4.9 million and \$2.7 million, respectively. Restricted cash principally relates to pre-funding obligations for cardholder accounts at third-party issuing banks.

**GREEN DOT CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (CONTINUED)**

**Note 2—Summary of Significant Accounting Policies (continued)****Loans to Bank Customers**

We report loans measured at historical cost at their outstanding principal balances, net of any charge-offs, and for purchased loans, net of any unaccreted discounts. We recognize interest income as it is earned.

*Nonperforming Loans*

Nonperforming loans generally include loans that have been placed on nonaccrual status. We generally place loans and secured credit cards on nonaccrual status when they are past due 90 days or more. We reverse the related accrued interest receivable and apply interest collections on nonaccrual loans as principal reductions; otherwise, we credit such collections to interest income when received. These loans may be restored to accrual status when all principal and interest is current and full repayment of the remaining contractual principal and interest is expected. For our secured credit card portfolio, when an account is past due 90 days, collateral deposits are applied against outstanding credit card balances. Any balance, inclusive of principal and interest in excess of the collateral balance is charged off at 180 days.

We consider a loan to be impaired when it is probable that we will be unable to collect all amounts due according to the contractual terms of the loan agreement. Once we determine a loan to be impaired, we measure the impairment based on the present value of the expected future cash flows discounted at the loan's effective interest rate. We may also measure impairment based on observable market prices, or for loans that are solely dependent on the collateral for repayment, the estimated fair value of the collateral less estimated costs to sell. If the recorded investment in impaired loans exceeds this amount, we establish a specific allowance as a component of the allowance for loan losses or by adjusting an existing valuation allowance for the impaired loan.

*Allowance for Credit Losses*

We establish an allowance for estimated credit losses inherent in our loan portfolio over the life of the loans, including our secured credit cards. For each portfolio of loans, our estimate of expected losses is separately calculated on an aggregated basis for pools of loans that exhibit similar credit characteristics and risk of loss. We analyze historical loss rates for these groups to determine a loss rate for each group of loans, and consider if adjustments are needed for current conditions, and other reasonable and supportable forecasts beyond our balance sheet date that may differ from historical results. We also consider adjustments based on qualitative factors which in our judgment may affect the expected credit losses. Qualitative considerations include, but are not limited to, changes in prevailing economic or market conditions, the loan grading and underwriting process, the borrower's credit rating or credit score, the estimated value of the underlying collateral for collateral dependent loans, the volume and severity of delinquent and nonaccrual loans, problem loan trends, legal and regulatory requirements, collection and lending practices, and geographic or other concentrations of credit risk. We separately establish specific allowances for impaired loans based on the present value of changes in cash flows expected to be collected, or for impaired loans that are considered collateral dependent, the estimated fair value of the collateral less estimated costs to sell, if any.

**Property and Equipment**

We carry our property and equipment at cost less accumulated depreciation and amortization. We generally compute depreciation on property and equipment using the straight-line method over the estimated useful lives of the assets, except for land, which is not depreciated. We generally compute amortization on tenant improvements using the straight-line method over the shorter of the related lease term or estimated useful lives of the improvements. We expense expenditures for maintenance and repairs as incurred.

We capitalize certain internal and external costs incurred to develop internal-use software during the application development stage. We also capitalize the cost of specified upgrades and enhancements to internal-use software that result in additional functionality. Once a development project is substantially complete and the software is ready for its intended use, we begin depreciating these costs on a straight-line basis over the internal-use software's estimated useful life.

**GREEN DOT CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (CONTINUED)**

**Note 2—Summary of Significant Accounting Policies (continued)**

The estimated useful lives of the respective classes of assets are as follows:

Land	N/A
Building	30 years
Computer equipment, furniture and office equipment	3-10 years
Computer software purchased	3 years
Capitalized internal-use software	3-7 years
Tenant improvements	Shorter of the useful life or the lease term

**Leases**

We determine if an arrangement is or contains a lease at inception of the agreement. Right-of-use (ROU) assets and liabilities are recognized at the lease commencement date based on the present value of remaining lease payments over the lease term. For this purpose, we consider only fixed payments stated in the leases at the time of commencement. Variable lease payments that are not based on a specified rate or index are expensed when incurred. Since an implicit interest rate for our leases generally cannot be determined under our contracts, we use an incremental borrowing rate based on the information available to us at the commencement date in determining the present value of our lease payments. Our incremental borrowing rate is based on a variety of considerations, including borrowing rates currently available to us for loans with similar terms and market participant information based on credit spreads for issuers of similar risk and credit rating.

The ROU asset also reflects any lease payments made prior to commencement and is recorded net of any lease incentives received. Our ROU asset and liability reflects, as applicable, options to extend or terminate a lease when it is reasonably certain that we will exercise such options. We exclude all leases with an initial term of 12 months or less under the short term lease exemption. We have also made a policy election to combine our lease and non-lease components for each of our existing classes of leased assets. Our lease agreements do not contain any material residual value guarantees or material restrictive covenants. Lease expense is recognized on a straight-line basis over the lease term.

**Impairment of Long-Lived Assets**

We evaluate long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. If the sum of expected undiscounted future cash flows from an asset is less than the carrying amount of the asset, we estimate the fair value of the assets. We measure the loss as the amount by which the carrying amount exceeds its fair value calculated using the present value of estimated net future cash flows. We recorded total impairment charges of \$21.7 million, \$0.6 million and \$0.9 million for the years ended December 31, 2020, 2019 and 2018, respectively. Impairment charges for the year ended December 31, 2020 were principally associated with capitalized internal-use software, and our operating lease right-of-use assets and other tenant improvements we determined to no longer be utilized as a result of our remote workforce strategy. These impairment charges are included in other general and administrative expenses in our consolidated statements of operations.

**Goodwill and Intangible Assets**

Goodwill is the purchase premium after adjusting for the fair value of net assets acquired. Goodwill is not amortized but is reviewed for potential impairment on an annual basis, or when events or circumstances indicate a potential impairment, at the reporting unit level. A reporting unit, as defined under applicable accounting guidance, is an operating segment or one level below an operating segment, referred to as a component. We first assess qualitative factors to determine whether it is more likely-than-not (i.e., a likelihood of more than 50 percent) that the fair value of a reporting unit is less than its carrying value. This step serves as the basis for determining whether it is necessary to perform the quantitative impairment test. If it is more likely-than-not goodwill is impaired, a quantitative impairment test compares the estimated fair value of each reporting unit to its carrying amount, including goodwill. If the estimated fair value of the reporting unit exceeds its carrying amount, goodwill of the reporting unit is not impaired; however, if the carrying amount of the reporting unit exceeds its estimated fair value, the difference is recorded as an impairment loss directly to goodwill. We may in any given period bypass the qualitative assessment and proceed directly to a quantitative method to assess and measure impairment of the reporting unit's goodwill.

**GREEN DOT CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (CONTINUED)**

**Note 2—Summary of Significant Accounting Policies (continued)**

For intangible assets subject to amortization, we recognize an impairment loss if the carrying amount of the intangible asset is not recoverable and exceeds its estimated fair value. The carrying amount of the intangible asset is considered not recoverable if it exceeds the sum of the undiscounted cash flows expected to result from the use of the asset.

No impairment charges were recognized related to goodwill or intangible assets for the years ended December 31, 2020, 2019 and 2018.

Intangible assets with finite lives are amortized on a straight-line basis over their estimated useful lives, which is our best estimate of the pattern of economic benefit, based on legal, contractual, and other provisions. The estimated useful lives of the intangible assets, which consist primarily of customer relationships and trade names, range from 3-15 years.

**Amounts Due to Card Issuing Banks for Overdrawn Accounts**

Third-party card issuing banks fund overdrawn cardholder account balances on our behalf. Amounts funded are due from us to the card issuing banks based on terms specified in the agreements with the card issuing banks. Generally, we expect to settle these obligations within two months.

**Fair Value**

Under applicable accounting guidance, fair value is defined as the price that would be received to sell an asset or paid to transfer a liability. As such, fair value reflects an exit price in an orderly transaction between market participants on the measurement date.

We determine the fair values of our financial instruments based on the fair value hierarchy established under applicable accounting guidance, which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The following describes the three-level hierarchy:

Level 1 – Unadjusted quoted prices in active markets for identical assets or liabilities. Level 1 assets and liabilities include debt and equity securities and derivative contracts that are traded in an active exchange market, as well as certain U.S. Treasury securities that are highly liquid and are actively traded in over-the-counter markets.

Level 2 – Observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities. Level 2 assets and liabilities include fixed income securities with quoted prices that are traded less frequently than exchange-traded instruments. This category generally includes U.S. government and agency mortgage-backed fixed income securities and corporate fixed income securities.

Level 3 – Unobservable inputs that are supported by little or no market activity and that are significant to the overall fair value of the assets or liabilities. Level 3 assets and liabilities include financial instruments for which the determination of fair value requires significant management judgment or estimation. The fair value for such assets and liabilities is generally determined using pricing models, market comparables, discounted cash flow methodologies or similar techniques that incorporate the assumptions a market participant would use in pricing the asset or liability. This category generally includes certain private equity investments and certain asset-backed securities.

**Revenue Recognition**

Our operating revenues consist of card revenues and other fees, processing and settlement service revenues and interchange revenues. The core principle of the revenue standard is that these revenues will be recognized when control of the promised goods or services is transferred to our customers, in an amount that reflects the consideration we expect to be entitled to in exchange for those goods or services, as determined under a five-step process.

**GREEN DOT CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (CONTINUED)**

**Note 2—Summary of Significant Accounting Policies (continued)**

A description of our principal revenue generating activities is as follows:

*Card Revenues and Other Fees*

Card revenues and other fees consist of monthly maintenance fees, new card fees, ATM fees, and other card revenues. We earn these fees based upon the underlying terms and conditions with each of our cardholders that obligate us to stand ready to provide account services to each of our cardholders over the contract term. Agreements with our cardholders are considered daily service contracts as they are not fixed in duration. Also included in card revenues and other fees are program management service fees earned from our BaaS partners for cardholder programs we manage on their behalf.

We charge maintenance fees on a monthly basis pursuant to the terms and conditions in the applicable cardholder agreements. We recognize monthly maintenance fees ratably over each day in the monthly bill cycle in which the fee is assessed, which represents the period our cardholders receive the benefits of our services and our performance obligation is satisfied.

We charge new card fees when a consumer purchases a new card in a retail store. The new card fee provides our cardholders a material right and accordingly, we defer and recognize new card fee revenues on a straight-line basis over our average card lifetime, which is currently less than one year for our GPR cards and gift cards. For GPR cards, average card lifetime is determined based on recent historical data using the period from sale (or activation) of the card through the date of last positive balance. We reassess average card lifetime for GPR cards quarterly and gift cards annually. We report the unearned portion of new card fees as a component of deferred revenue in our consolidated balance sheets. See Contract Balances discussed in *Note 3 — Revenues*, for further information.

We charge ATM fees to cardholders when they withdraw money at certain ATMs in accordance with the terms and conditions in our cardholder agreements. We recognize ATM fees when the withdrawal is made by the cardholder, which is the point in time our performance obligation is satisfied and service is performed. Since our cardholder agreements are considered daily service contracts, our performance obligations for these types of transactional based fees are satisfied on a daily basis, or as each transaction occurs.

Other revenues consist primarily of revenue associated with our gift card program, transaction-based fees and fees associated with optional products or services, which we offer our cardholders at their election. Since our performance obligations are settled daily, we recognize most of these fees at the point in time the transactions occur which is when the underlying performance obligation is satisfied. In the case of our gift card program, we record the related revenues using the redemption method.

We also offer cash-back rewards to cardholders on certain programs. The amount of these cash rewards varies based on multiple factors, including the terms and conditions for cardholder eligibility, the redemption amount based on cardholder activity, and the cardholder redemption rates. We accrue our estimated cash-back rewards as a component of other accrued liabilities on our consolidated balance sheets and as a reduction to card revenues and other fees on our consolidated statements of operations.

Substantially all our fees are collected from our cardholders at the time the fees are assessed and debited from their account balance.

Program management fees from our BaaS partners are generally earned over time on a monthly basis, pursuant to the terms of each program management agreement. Our agreements are generally multi-year arrangements of varying lengths. We recognize these fees as our program management services are rendered each month.

*Processing and Settlement Service Revenues*

Our processing and settlement services consist of cash transfer revenues, Simply Paid disbursement revenues, and tax refund processing service revenues.

We generate cash transfer revenues when consumers purchase our cash transfer products (reload services) in a retail store. Our reload services are subject to the same terms and conditions in each of the applicable cardholder agreements as discussed above. We recognize these revenues at the point in time the reload services are completed. Similarly, we earn Simply Paid disbursement fees from our business partners as payment disbursements are made.



**GREEN DOT CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (CONTINUED)**

**Note 2—Summary of Significant Accounting Policies (continued)**

We earn tax refund processing service revenues when a customer of a third-party tax preparation company chooses to pay their tax preparation fee through the use of our tax refund processing services. Revenues we earn from these services are generated from our contractual relationships with the tax software transmitters. These contracts may be multi-year agreements and vary in length, however, our underlying promise obligates us to process each refund transfer on a transaction by transaction basis as elected by the taxpayer. Accordingly, we recognize tax refund processing service revenues at the point in time we satisfy our performance obligation by remitting each taxpayer's proceeds from his or her tax return.

*Interchange*

We earn interchange revenues from fees remitted by the merchant's bank, which are based on rates established by the payment networks, such as Visa and MasterCard, when account holders make purchase transactions using our card products and services. We recognize interchange revenues at the point in time the transactions occur, as our performance obligation is satisfied.

*Principal vs Agent*

For all our significant revenue-generating arrangements, we record revenues on a gross basis except for our tax refund processing service revenues which are recorded on a net basis.

**Sales and Marketing Expenses**

Sales and marketing expenses primarily consist of sales commissions, advertising and marketing expenses, and the costs of manufacturing and distributing card packages, placards, promotional materials to our retail distributors' locations and personalized GPR cards to consumers who have activated their cards.

We pay our retail distributors, and brokers' commissions based on sales of our prepaid debit cards and cash transfer products in their stores. We defer and expense commissions related to new cards sales ratably over the average card lifetime, which is currently less than one year for our retail GPR and gift cards. Absent a new card fee, we recognize the cost of the related commissions immediately. We recognize the cost of commissions related to cash transfer products when the cash transfer transactions are completed. We recognize costs for the production of advertising as incurred. The cost of media advertising is recorded when the advertising first takes place. We record the costs associated with card packages and placards as prepaid expenses, and we record the costs associated with personalized GPR cards as deferred expenses. We recognize the prepaid cost of card packages and placards over the related sales period, and we amortize the deferred cost of personalized GPR cards, when activated, over the average card lifetime.

Included in sales and marketing expenses are advertising and marketing expenses of \$37.5 million, \$51.1 million and \$23.2 million and shipping and handling costs of \$1.5 million, \$1.5 million and \$2.0 million for the years ended December 31, 2020, 2019 and 2018, respectively. Also included in sales and marketing expenses are use taxes to various states related to purchases of materials since we do not charge sales tax to customers when new cards or cash transfer transactions are purchased.

**Stock-Based Compensation**

We record employee stock-based compensation expense based on the grant-date fair value of the award. For stock options and stock purchases under our employee stock purchase plan, or ESPP, we base compensation expense on fair values estimated at the grant date using the Black-Scholes option-pricing model. For stock awards, including restricted stock units, we base compensation expense on the fair value of our common stock at the grant date. We recognize compensation expense for awards with only service conditions that have graded vesting schedules on a straight-line basis over the vesting period of the award. Vesting is based upon continued service to our company and we account for any forfeitures as they occur.

We have issued performance-based restricted stock units to our executive officers and employees that are subject to performance conditions, market conditions, or a combination thereof. For awards subject to performance conditions, we determine the grant-date fair value of the stock and recognize compensation cost for the restricted stock units if and when we conclude it is probable that the performance metrics will be satisfied, over the requisite service period. The grant-date fair value of the awards are not subsequently remeasured, however, we reassess the probability of vesting at each reporting period and record a cumulative adjustment to compensation expense based on the likelihood the performance metrics will be achieved. For awards with market conditions, we base compensation expense on the fair value estimated at the date of grant using a Monte Carlo simulation or similar

**GREEN DOT CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (CONTINUED)**

**Note 2—Summary of Significant Accounting Policies (continued)**

lattice model. We recognize compensation expense over the requisite service period regardless of the market condition being satisfied, provided that the requisite service has been rendered, since the estimated grant date fair value incorporates the probability of outcomes that the market condition will be achieved.

Under our retirement policy, any service-based requirement for unvested stock awards held by a retirement eligible employee is eliminated. Accordingly, the related compensation expense is recognized immediately for qualifying awards granted to eligible employees, or in the case of ineligible employees who later become eligible under the retirement policy, over the period from the grant date to the date a qualifying retirement is achieved, if earlier than the standard vesting dates. Performance-based restricted stock units issued to retirement eligible employees remain subject to the stock awards' annual performance targets and the expense is adjusted accordingly based on expected achievement.

We measure the fair value of equity instruments issued to non-employees based on the grant-date fair value, and recognize the related expense in the same periods that the goods or services are received.

**Income Taxes**

Our income tax expense is comprised of current and deferred income tax expense. Current income tax expense approximates taxes to be paid or refunded for the current period. Deferred income tax expense results from the changes in deferred tax assets and liabilities during the periods. These gross deferred tax assets and liabilities represent decreases or increases in taxes expected to be paid in the future because of future reversals of temporary differences between the basis of assets and liabilities as measured by tax laws and their basis as reported in our consolidated financial statements. We also recognize deferred tax assets for tax attributes such as net operating loss carryforwards and tax credit carryforwards. We record valuation allowances to reduce deferred tax assets to the amounts we conclude are more likely-than-not to be realized in the foreseeable future.

We recognize and measure income tax benefits based upon a two-step model: 1) a tax position must be more likely-than-not to be sustained based solely on its technical merits in order to be recognized, and 2) the benefit is measured as the largest dollar amount of that position that is more likely-than-not to be sustained upon settlement. The difference between the benefit recognized for a position and the tax benefit claimed on a tax return is referred to as an unrecognized tax benefit. We accrue income tax related interest and penalties, if applicable, within income tax expense.

**Earnings Per Common Share**

We apply the two-class method in calculating earnings per common share, or EPS, because we have certain unvested restricted shares outstanding that are entitled to participate with our common stockholders in the distributions of earnings based on their dividend rights. The two-class method requires net income to be allocated between each class or series of common stock and other participating securities based on their respective rights to receive dividends, whether or not declared. Basic EPS is then calculated by dividing net income allocated to each class of common stockholders by the respective weighted-average common shares issued and outstanding.

Diluted EPS is calculated by dividing adjusted net income for each class of common stock by the respective weighted-average number of the common shares issued and outstanding for each period plus amounts representing the dilutive effect of outstanding stock options, restricted stock units (including performance based restricted stock units), shares to be purchased under our employee stock purchase plan and participating unvested restricted shares. We calculate dilutive potential common shares using the treasury stock method and the two-class method, as applicable. We exclude the effects of such equity instruments from the computation of diluted EPS in periods in which the effect would be anti-dilutive. Additionally, we exclude any performance-based restricted stock units and performance-based stock options for which the performance contingency has not been met as of the end of the period.

**Regulatory Matters and Capital Adequacy**

As a bank holding company, we are subject to comprehensive supervision and examination by the Federal Reserve Board and must comply with applicable regulations, including minimum capital and leverage requirements. If we fail to comply with any of these requirements, we may become subject to formal or informal enforcement actions, proceedings, or investigations, which could result in regulatory orders, restrictions on our business operations or requirements to take corrective actions, which may, individually or in the aggregate, affect our results of operations and restrict our ability to grow. If we fail to comply with the applicable capital and leverage

**GREEN DOT CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (CONTINUED)**

**Note 2—Summary of Significant Accounting Policies (continued)**

requirements, or if our subsidiary bank fails to comply with its applicable capital and leverage requirements, the Federal Reserve Board may limit our or Green Dot Bank's ability to pay dividends. In addition, as a bank holding company and a financial holding company, we are generally prohibited from engaging, directly or indirectly, in any activities other than those permissible for bank holding companies and financial holding companies. This restriction might limit our ability to pursue future business opportunities which we might otherwise consider but which might fall outside the scope of permissible activities. We may also be required to serve as a "source of strength" to Green Dot Bank if it becomes less than adequately capitalized.

**Recent Accounting Pronouncements*****Recently issued accounting pronouncements not yet adopted*****ASU No. 2020-06**

In August 2020, the FASB issued ASU No. 2020-06, Debt—Debt with Conversion and Other Options (Subtopic 470-20) and Derivatives and Hedging—Contracts in Entity's Own Equity (Subtopic 815-40) ("ASU 2020-06"), which simplifies an issuer's accounting for convertible instruments and its application of the derivatives scope exception for contracts in its own equity. ASU 2020-06 is effective for fiscal years beginning after December 15, 2021, including interim periods within those fiscal years. We are currently evaluating the provisions of ASU 2020-06, but do not expect any material impact on our consolidated financial statements.

**ASU No. 2020-04**

In March 2020, the FASB issued ASU 2020-04, Reference Rate Reform (Topic 848) ("ASU 2020-04"), which provides optional expedients and exceptions to GAAP requirements for modifications of debt instruments, leases, derivatives and other transactions that reference the London Interbank Offered Rate ("LIBOR") or another reference rate expected to be discontinued because of reference rate reform. The guidance permits entities to treat such modifications as the continuation of the original contract, without any required accounting reassessments or remeasurements. The amendments in ASU 2020-04 were effective upon issuance and may be elected over time through December 31, 2022, as reference rate reform activities occur. Upon adoption, the guidance must be applied prospectively for all eligible contract modifications. We continue to monitor the impact of ASU 2020-04 as reference rate reform continues to develop, however, do not expect any material impact on our consolidated financial statements as our revolving line of credit is based on variable rates available that we elect at the time of borrowing. See *Note 11 - Debt*, to these consolidated financial statements for additional information.

***Recently adopted accounting pronouncements*****ASU No. 2019-12**

In December 2019, the FASB issued ASU No. 2019-12, Income Taxes (Topic 740): Simplifying the Accounting for Income Taxes ("ASU 2019-12"), which simplifies the accounting for income taxes by removing certain exceptions and improves consistent application of Topic 740. ASU 2019-12 is effective for fiscal years beginning after December 15, 2020, including interim periods within those fiscal years. We adopted ASU 2019-12 on January 1, 2021, the results of which did not have a material impact on our consolidated financial statements.

**ASU No. 2016-13**

In June 2016, the FASB issued ASU No. 2016-13, Financial Instruments – Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments ("ASU 2016-13") that requires financial assets measured at amortized cost be presented at the net amount expected to be collected. Credit losses on available-for-sale debt securities should be recorded through an allowance for credit losses limited by the amount that the fair value is less than amortized cost. The amendments under ASU 2016-13 eliminated the probable incurred loss recognition model under GAAP and introduced a forward-looking approach, based on expected losses, to estimate credit losses on certain types of financial instruments. The estimate of expected credit losses requires entities to incorporate considerations of historical information, current information, and reasonable and supportable forecasts. The ASU also expanded the disclosure requirements to enable users of financial statements to understand the entity's assumptions, models, and methods for estimating expected credit losses.

We adopted ASU 2016-13 using the modified retrospective method for all financial assets measured at amortized cost. Results for periods after January 1, 2020 are presented under ASU 2016-13 while prior period amounts continue to be reported under previously applicable accounting standards. The adoption of ASU 2016-13

**GREEN DOT CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (CONTINUED)**

**Note 2—Summary of Significant Accounting Policies (continued)**

resulted in an adjustment of approximately \$0.3 million, net of tax, to beginning retained earnings, the effect of which we do not consider material to our consolidated financial statements.

Most of our financial assets within the scope of ASU 2016-13 are considered highly short-term in nature and therefore, we are less susceptible to risks and uncertainty of credit losses over extended periods of time. The adoption of ASU 2016-13 did not result in any material changes to our methods for developing our allowance for credit losses, or the information we assess in developing our current estimate of expected credit losses. See Notes 4, 5 and 6 to these consolidated financial statements for additional information on our financial assets within scope of the new accounting standard.

ASU No. 2017-14

In January 2017, the FASB issued ASU No. 2017-04, Intangibles - Goodwill and Other ("ASU 2017-04"): Simplifying the Test for Goodwill Impairment, which simplified the existing two-step guidance for goodwill impairment testing by eliminating the second step resulting in a write-down to goodwill equal to the initial amount of impairment determined in step one. We adopted the provisions of ASU 2017-04 on January 1, 2020, the effect of which did not have a material impact on our consolidated financial statements.

**Note 3—Revenues**

**Disaggregation of Revenues**

Our products and services are offered only to customers within the United States. We determine our operating segments based on how our chief operating decision maker manages our operations, makes operating decisions and evaluates operating performance. Within our segments, we believe that the nature, amount, timing and uncertainty of our revenue and cash flows and how they are affected by economic factors can be further illustrated based on the timing in which revenue for each of our products and services is recognized.

The following table disaggregates our revenues by the timing in which the revenue is recognized:

	Year Ended December 31, 2020		Year Ended December 31, 2019		Year Ended December 31, 2018	
	Account Services	Processing and Settlement Services	Account Services	Processing and Settlement Services	Account Services	Processing and Settlement Services
	(In thousands)					
Timing of recognition						
Transferred point in time	\$ 482,553	\$ 293,216	\$ 489,696	\$ 287,052	\$ 500,629	\$ 247,942
Transferred over time	458,543	4,662	293,500	6,406	289,714	3,473
Operating revenues <sup>(1)</sup>	<u>\$ 941,096</u>	<u>\$ 297,878</u>	<u>\$ 783,196</u>	<u>\$ 293,458</u>	<u>\$ 790,343</u>	<u>\$ 251,415</u>

(1) Excludes net interest income, a component of total operating revenues, as it remains outside the scope of ASC 606, *Revenues*

Within our Account Services segment, revenues recognized at a point in time are comprised of ATM fees, interchange, and other similar transaction-based fees. Revenues recognized over time consists of new card fees, monthly maintenance fees, revenue earned from gift cards and substantially all BaaS partner program management fees. Substantially all of our processing and settlement services are recognized at a point in time.

Refer to *Note 24 — Segment Information* for our revenues disaggregated by our products and services and the components to our total operating revenues on our consolidated statements of operations for additional information.

**Significant Judgments and Estimates**

Transaction prices related to our account cardholder services are based on stand-alone fees stated within the terms and conditions and may also include certain elements of variable consideration depending upon the product's features, such as cash-back rewards and reserves on accounts that may become overdrawn. We estimate such amounts using historical data and customer behavior patterns to determine these estimates which are recorded as a reduction to the corresponding fee revenue. Additionally, while the number of transactions that a cardholder may perform is unknown, any uncertainty is resolved at the end of each daily service contract.

**GREEN DOT CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (CONTINUED)**

**Note 3—Revenues (continued)**
**Contract Balances**

As disclosed on our consolidated balance sheets, we record deferred revenue for any upfront payments received in advance of our performance obligations being satisfied. These contract liabilities consist principally of unearned new card fees and monthly maintenance fees. We recognized approximately \$25.9 million, \$31.8 million and \$28.7 million for the years ended December 31, 2020, 2019, and 2018, or substantially all of the amount of contract liabilities included in deferred revenue at the beginning of the respective periods and did not recognize any revenue during these periods from performance obligations satisfied in previous periods. Changes in the deferred revenue balance are driven primarily by the amount of new card fees recognized during the period, and the degree to which these reductions to the deferred revenue balance are offset by the deferral of new card fees associated with cards sold during the period.

**Costs to Obtain or Fulfill a Contract**

Our incremental direct costs of obtaining a contract consist primarily of revenue share payments we make to our retail partners associated with new card sales. These commissions are generally capitalized upon payment and expensed over the period the corresponding revenue is recognized. These deferred commissions are not material and are included in deferred expenses on our consolidated balance sheets.

**Practical Expedients and Exemptions**

Any unsatisfied performance obligations at the end of the period relate to contracts with customers that either have an original expected length of one year or less or are contracts for which we recognize revenue at the amount to which we have the right to invoice for services performed. Therefore, no additional disclosure is provided for these performance obligations.

**Note 4—Investment Securities**

Our available-for-sale investment securities were as follows:

	Amortized cost	Gross unrealized gains	Gross unrealized losses	Fair value
	(In thousands)			
<b>December 31, 2020</b>				
Corporate bonds	\$ 10,000	\$ 110	\$ —	\$ 10,110
Agency bond securities	235,839	31	(1,713)	234,157
Agency mortgage-backed securities	686,108	5,258	(337)	691,029
Municipal bonds	29,977	524	—	30,501
Asset-backed securities	4,917	255	—	5,172
Total investment securities	<u>\$ 966,841</u>	<u>\$ 6,178</u>	<u>\$ (2,050)</u>	<u>\$ 970,969</u>
<b>December 31, 2019</b>				
Corporate bonds	\$ 10,000	\$ 12	\$ —	\$ 10,012
Agency bond securities	19,980	20	—	20,000
Agency mortgage-backed securities	208,821	2,453	(241)	211,033
Municipal bonds	4,342	2	(2)	4,342
Asset-backed securities	31,814	238	—	32,052
Total investment securities	<u>\$ 274,957</u>	<u>\$ 2,725</u>	<u>\$ (243)</u>	<u>\$ 277,439</u>

**GREEN DOT CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (CONTINUED)**

**Note 4—Investment Securities (continued)**

As of December 31, 2020 and 2019, the gross unrealized losses and fair values of available-for-sale investment securities that were in unrealized loss positions were as follows:

	Less than 12 months		12 months or more		Total fair value	Total unrealized loss
	Fair value	Unrealized loss	Fair value	Unrealized loss		
	(In thousands)					
<b>December 31, 2020</b>						
Agency bond securities	\$ 189,127	\$ (1,713)	\$ —	\$ —	\$ 189,127	\$ (1,713)
Agency mortgage-backed securities	162,579	(337)	—	—	162,579	(337)
<b>Total investment securities</b>	<b>\$ 351,706</b>	<b>\$ (2,050)</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ 351,706</b>	<b>\$ (2,050)</b>
<b>December 31, 2019</b>						
Agency mortgage-backed securities	\$ 43,337	\$ (153)	\$ 8,735	\$ (88)	\$ 52,072	\$ (241)
Municipal bonds	—	—	113	(2)	113	(2)
<b>Total investment securities</b>	<b>\$ 43,337</b>	<b>\$ (153)</b>	<b>\$ 8,848</b>	<b>\$ (90)</b>	<b>\$ 52,185</b>	<b>\$ (243)</b>

Our investments generally consist of highly rated securities, as our investment policy restricts our investments to highly liquid, low credit risk assets. We did not record any significant credit-related impairment losses during the years ended December 31, 2020 or 2019 on our available-for-sale investment securities. As of December 31, 2020, we have performed an evaluation of our allowance for credit losses and have determined that such an allowance is not material to our available-for-sale investment portfolio as the vast majority of our investment securities are issued by government-sponsored entities.

We do not intend to sell our investments and we have determined that it is more likely than not that we will not be required to sell our investments before recovery of their amortized cost bases, which may be at maturity.

During the year ended December 31, 2020, we recorded a realized gain of approximately \$5.1 million as a result of the sale of certain investment securities. The gain recognized upon sale of the investments was reclassified from accumulated other comprehensive income and is recorded as a component of other income and expenses on our consolidated statements of operations.

As of December 31, 2020, the contractual maturities of our available-for-sale investment securities were as follows:

	Amortized cost	Fair value
	(In thousands)	
Due after one year through five years	\$ 10,000	\$ 10,110
Due after five years through ten years	190,839	189,478
Due after ten years	74,977	75,180
Mortgage and asset-backed securities	691,025	696,201
<b>Total investment securities</b>	<b>\$ 966,841</b>	<b>\$ 970,969</b>

The expected payments on mortgage-backed and asset-backed securities may not coincide with their contractual maturities because the issuers have the right to call or prepay certain obligations.

**GREEN DOT CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (CONTINUED)**

**Note 5—Accounts Receivable**

Accounts receivable, net consisted of the following:

	December 31, 2020	December 31, 2019
	(In thousands)	
Trade receivables	\$ 25,279	\$ 14,512
Reserve for uncollectible trade receivables	(315)	(202)
Net trade receivables	24,964	14,310
Overdrawn cardholder balances from purchase transactions	3,229	4,327
Reserve for uncollectible overdrawn accounts from purchase transactions	(1,653)	(3,398)
Net overdrawn cardholder balances from purchase transactions	1,576	929
Overdrawn cardholder balances from maintenance fees	3,165	2,235
Total net overdrawn account balances due from cardholders	4,741	3,164
Receivables due from card issuing banks	4,377	5,758
Fee advances, net	21,424	26,268
Other receivables	12,249	10,043
Accounts receivable, net	\$ 67,755	\$ 59,543

Activity in the reserve for uncollectible overdrawn accounts from purchase transactions consisted of the following:

	Year Ended December 31,		
	2020	2019	2018
	(In thousands)		
Balance, beginning of period	\$ 3,398	\$ 2,710	\$ 3,333
Provision for uncollectible overdrawn accounts from purchase transactions	7,684	6,641	12,442
Charge-offs	(9,429)	(5,953)	(13,065)
Balance, end of period	\$ 1,653	\$ 3,398	\$ 2,710

**Note 6—Loans to Bank Customers**

The following table presents total outstanding loans, gross of the related allowance for loan losses, and a summary of the related payment status:

	30-59 Days Past Due	60-89 Days Past Due	90 Days or More Past Due	Total Past Due	Total Current or Less Than 30 Days Past Due	Total Outstanding
	(In thousands)					
<b>December 31, 2020</b>						
Residential	\$ —	\$ —	\$ —	\$ —	\$ 3,008	\$ 3,008
Commercial	—	—	—	—	3,435	3,435
Installment	—	—	—	—	497	497
Secured credit card	864	699	1,363	2,926	11,902	14,828
Total loans	\$ 864	\$ 699	\$ 1,363	\$ 2,926	\$ 18,842	\$ 21,768
Percentage of outstanding	4.0 %	3.2 %	6.3 %	13.4 %	86.6 %	100.0 %
<b>December 31, 2019</b>						
Residential	\$ 1	\$ —	\$ —	\$ 1	\$ 4,530	\$ 4,531
Commercial	—	—	—	—	158	158
Installment	1	—	—	1	1,246	1,247
Secured credit card	1,080	939	2,183	4,202	12,445	16,647
Total loans	\$ 1,082	\$ 939	\$ 2,183	\$ 4,204	\$ 18,379	\$ 22,583
Percentage of outstanding	4.8 %	4.2 %	9.7 %	18.6 %	81.4 %	100.0 %



**GREEN DOT CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (CONTINUED)**

**Note 6—Loans to Bank Customers (continued)**
*Nonperforming Loans*

The following table presents the carrying value, gross of the related allowance for loan losses, of our nonperforming loans. See Note 2 — *Summary of Significant Accounting Policies* for further information on the criteria for classification as nonperforming.

	December 31, 2020	December 31, 2019
	(In thousands)	
Residential	\$ 240	\$ 290
Installment	137	147
Secured credit card	1,363	2,183
Total loans	\$ 1,740	\$ 2,620

*Credit Quality Indicators*

We closely monitor and assess the credit quality and credit risk of our loan portfolio on an ongoing basis. We continuously review and update loan risk classifications. We evaluate our loans using non-classified or classified as the primary credit quality indicator. Classified loans are those loans that have demonstrated credit weakness where we believe there is a heightened risk of principal loss, including all impaired loans. Classified loans include those designated as substandard, doubtful, or loss, consistent with regulatory guidelines. Secured credit card loans are considered classified if they are greater than 90 days past due. However, our secured credit card portfolio is collateralized by cash deposits made by each cardholder in an amount equal to the user's available credit limit, which mitigates the risk of any significant credit losses we expect to incur.

The table below presents the carrying value, gross of the related allowance for loan losses, of our loans within the primary credit quality indicators related to our loan portfolio:

	December 31, 2020		December 31, 2019	
	Non-Classified	Classified	Non-Classified	Classified
	(In thousands)			
Residential	\$ 2,768	\$ 240	\$ 4,241	\$ 290
Commercial	3,435	—	158	—
Installment	360	137	1,058	189
Secured credit card	13,465	1,363	14,464	2,183
Total loans	\$ 20,028	\$ 1,740	\$ 19,921	\$ 2,662

*Impaired Loans and Troubled Debt Restructurings*

When, for economic or legal reasons related to a borrower's financial difficulties, we grant a concession for other than an insignificant period of time to a borrower that we would not otherwise consider, the related loan is classified as a Troubled Debt Restructuring, or TDR. Our TDR modifications related to extensions of the maturity dates at a stated interest rate lower than the current market rate for new debt with similar risk. As of December 31, 2020, none of our TDR modifications have been made in response to the COVID-19 pandemic.

The following table presents our impaired loans and loans that we modified as TDRs as of December 31, 2020 and 2019:

	December 31, 2020		December 31, 2019	
	Unpaid Principal Balance	Carrying Value	Unpaid Principal Balance	Carrying Value
	(In thousands)			
Residential	\$ 240	\$ 180	\$ 290	\$ 221
Installment	137	103	160	48

**GREEN DOT CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (CONTINUED)**

**Note 6—Loans to Bank Customers (continued)***Allowance for Loan Losses*

Activity in the allowance for loan losses consisted of the following:

	Year Ended December 31,		
	2020	2019	2018
	(In thousands)		
Balance, beginning of period	\$ 1,166	\$ 1,144	\$ 291
Provision for loans	859	2,405	3,094
Loans charged off	(1,697)	(2,674)	(2,657)
Recoveries of loans previously charged off	429	291	416
Balance, end of period	\$ 757	\$ 1,166	\$ 1,144

**Note 7—Equity Method Investment**

On January 2, 2020, we effectuated our agreement with Walmart to jointly establish a new fintech accelerator under the name TailFin Labs, LLC ("TailFin Labs"), with a mission to develop innovative products, services and technologies that sit at the intersection of retail shopping and consumer financial services. The entity is majority-owned by Walmart and focuses on developing tech-enabled solutions to integrate omni-channel retail shopping and financial services. We hold a 20% ownership interest in the entity, in exchange for annual capital contributions of \$35.0 million per year from January 2020 through January 2024.

We account for our investment in TailFin Labs under the equity method of accounting in accordance with ASC 323, Investments – Equity Method and Joint Ventures. Under the equity method of accounting, the initial investment is recorded at cost and the investment is subsequently adjusted for, among other things, its proportionate share of earnings or losses. However, given the capital structure of the TailFin Labs arrangement, we apply the Hypothetical Liquidation Book Value ("HLBV") method to determine the allocation of profits and losses since our liquidation rights and priorities, as defined by the agreement, differ from our underlying ownership interest. The HLBV method calculates the proceeds that would be attributable to each partner in an investment based on the liquidation provisions of the agreement if the partnership was to be liquidated at book value as of the balance sheet date. Each partner's allocation of income or loss in the period is equal to the change in the amount of net equity they are legally able to claim based on a hypothetical liquidation of the entity at the end of a reporting period compared to the beginning of that period, adjusted for any capital transactions.

Any future economic benefits derived from products or services developed by TailFin Labs will be negotiated on a case-by-case basis between the parties.

As of December 31, 2020, our net investment in TailFin Labs amounted to approximately \$28.8 million and is included in the long term portion of prepaid expenses and other assets on our consolidated balance sheet. We recorded equity in losses from TailFin Labs of approximately \$7.0 million for the year ended December 31, 2020, which is recorded as a component of other income and expense on our consolidated statement of operations.

Total equity in losses also includes income and losses from an investment held by our bank under the Community Reinvestment Act, which are not material to these consolidated financial statements.

**GREEN DOT CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (CONTINUED)**

**Note 8—Property and Equipment**

Property and equipment consisted of the following:

	December 31,	
	2020	2019
(In thousands)		
Land	\$ 205	\$ 205
Building	605	605
Computer equipment, furniture, and office equipment	61,093	61,193
Computer software purchased	31,181	31,218
Capitalized internal-use software	237,792	227,137
Tenant improvements	5,037	14,435
	<u>335,913</u>	<u>334,793</u>
Less accumulated depreciation and amortization	(202,513)	(189,317)
Property and equipment, net	<u>\$ 133,400</u>	<u>\$ 145,476</u>

The net carrying value of capitalized internal-use software was \$117.6 million and \$119.9 million at December 31, 2020 and 2019, respectively.

Total depreciation and amortization expense was \$58.0 million, \$49.5 million and \$38.6 million for the years ended December 31, 2020, 2019 and 2018, respectively. Included in those amounts are depreciation expense related to internal-use software of \$43.9 million, \$35.1 million and \$25.5 million for the years ended December 31, 2020, 2019 and 2018, respectively.

We recorded impairment charges to property and equipment of \$14.7 million, \$0.6 million and \$0.9 million for the years ended December 31, 2020, 2019 and 2018. Impairment charges for the year ended December 31, 2020 were primarily associated with capitalized internal-use software we determined to no longer be utilized, as well as tenant improvements and other computer equipment at our office locations that will no longer provide any future economic benefit as a result of our remote workforce strategy. See *Note 20 — Leases*, for additional information.

**Note 9—Goodwill and Intangible Assets**

Goodwill and intangible assets on our consolidated balance sheets consisted of the following:

	December 31,	
	2020	2019
(In thousands)		
Goodwill	\$ 301,790	\$ 301,790
Intangible assets, net	189,988	219,204
Goodwill and intangible assets	<u>\$ 491,778</u>	<u>\$ 520,994</u>

*Goodwill*

There were no changes in the composition of goodwill from the previous year. We completed our annual goodwill impairment test as of September 30, 2020. Based on the results of the annual goodwill impairment test, we determined that each of the fair values of our reporting units exceeded their carrying values and therefore, no impairment was recorded.

**GREEN DOT CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (CONTINUED)**

**Note 9—Goodwill and Intangible Assets (continued)**
*Intangible Assets*

The gross carrying amounts and accumulated amortization related to intangibles assets were as follows:

	December 31, 2020			December 31, 2019			Weighted Average Useful Lives (Years)
	Gross Carrying Value	Accumulated Amortization	Net Book Value	Gross Carrying Value	Accumulated Amortization	Net Book Value	
	(In thousands)			(In thousands)			
Customer relationships	\$ 309,773	\$ (150,445)	\$ 159,328	\$ 309,773	\$ (126,167)	\$ 183,606	12.8
Trade names	44,086	(18,535)	25,551	44,086	(15,689)	28,397	14.6
Patents	3,000	(1,636)	1,364	3,000	(1,364)	1,636	11.0
Software licenses	5,595	(2,698)	2,897	4,832	(837)	3,995	3.0
Other	5,964	(5,116)	848	5,964	(4,394)	1,570	5.0
Total intangible assets	<u>\$ 368,418</u>	<u>\$ (178,430)</u>	<u>\$ 189,988</u>	<u>\$ 367,655</u>	<u>\$ (148,451)</u>	<u>\$ 219,204</u>	

Amortization expense on finite-lived intangibles, a component of other general and administrative expenses, was \$28.1 million, \$32.6 million, and \$32.8 million for the years ended December 31, 2020, 2019, and 2018, respectively. None of our intangible assets were considered impaired as of December 31, 2020 or 2019.

The following table shows our estimated amortization expense for intangible assets for each of the next five succeeding years and thereafter:

	December 31, (In thousands)
2021	\$ 28,863
2022	27,547
2023	26,418
2024	23,428
2025	17,435
Thereafter	66,297
Total	<u>\$ 189,988</u>

**Note 10—Deposits**

Deposits are categorized as non-interest or interest-bearing deposits as follows:

	December 31,	
	2020	2019
	(In thousands)	
Non-interest bearing deposit accounts	\$ 2,704,050	\$ 1,055,818
Interest-bearing deposit accounts		
Checking accounts	5,060	95,995
Savings	8,505	6,619
GPR deposits	12,955	11,892
Time deposits, denominations greater than or equal to \$100	3,767	3,854
Time deposits, denominations less than \$100	779	1,163
Total interest-bearing deposit accounts	<u>31,066</u>	<u>119,523</u>
Total deposits	<u>\$ 2,735,116</u>	<u>\$ 1,175,341</u>

**GREEN DOT CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (CONTINUED)**

**Note 10—Deposits (continued)**

The scheduled contractual maturities for total time deposits are presented in the table below:

	<b>December 31,</b>	
	<b>(In thousands)</b>	
Due in 2021	\$	1,346
Due in 2022		1,451
Due in 2023		912
Due in 2024		458
Due in 2025		379
Total time deposits	\$	<u>4,546</u>

As of December 31, 2020, we had aggregate time deposits of \$2.0 million in denominations that met or exceeded the Federal Deposit Insurance Corporation (FDIC) insurance limit.

**Note 11—Debt***2019 Revolving Facility*

In October 2019, we entered into a secured credit agreement with Wells Fargo Bank, National Association, and other lenders party thereto. The credit facility provides for a \$100.0 million five-year revolving line of credit (the "2019 Revolving Facility"), maturing in October 2024. We use the proceeds of any borrowings under the revolving facility for working capital and other general corporate purposes, subject to the terms and conditions set forth in the credit agreement. We classify amounts outstanding as long-term on our consolidated balance sheets; however, we may make voluntary repayments at any time prior to maturity. As of December 31, 2020, we had no borrowings outstanding on the 2019 Revolving Facility and had the full amount available for use.

At our election, loans made under the credit agreement bear interest at 1) a LIBOR rate (the "LIBOR Rate") or 2) a base rate determined by reference to the highest of (a) the United States federal funds rate plus .50%, (a) the Wells Fargo prime rate and (c) a daily rate equal to one-month LIBOR rate plus 1.0% (the "Base Rate"), plus in either case an applicable margin. The margin is dependent upon on our total leverage ratio and varies from 1.25% to 2.00% for LIBOR Rate loans and .25% to 1.00% for Base Rate loans.

We also pay a commitment fee, which varies from .20% to .35% per annum on the actual daily unused portions of the 2019 Revolving Facility. Letter of credit fees are payable in respect of outstanding letters of credit at a rate per annum equal to the applicable margin for LIBOR Rate loans.

The 2019 Revolving Facility contains customary representations and warranties relating to us and our subsidiaries. The facility also contains certain affirmative and negative covenants including negative covenants that limit or restrict, among other things, liens, indebtedness, investments and acquisitions, mergers and fundamental changes, asset sales, restricted payments, changes in the nature of the business, transactions with affiliates and other matters customarily restricted in such agreements. We must also maintain a minimum fixed charge coverage ratio and a maximum consolidated leverage ratio at the end of each fiscal quarter, as set forth in the credit agreement. At December 31, 2020, we were in compliance with all such covenants.

If an event of default shall occur and be continuing under the facility, the commitments may be terminated and the principal amounts outstanding under the 2019 Revolving Facility, together with all accrued unpaid interest and other amounts owing in respect thereof, may be declared immediately due and payable.

*Senior Credit Facility*

In October 2014, we entered into a \$225.0 million credit agreement with Bank of America, N.A., as an administrative agent, Wells Fargo Bank, National Association, and the other lenders party thereto. The credit agreement provided for 1) a \$75.0 million five-year revolving facility (the "Revolving Facility") and 2) a five-year \$150.0 million term loan facility ("Term Facility" and, together with the Revolving Facility, the "Senior Credit Facility"). In March 2019, we elected to make a voluntary prepayment of \$60.0 million to retire the Term Facility without penalty or additional premium. The Revolving Facility remained available for use until the Senior Credit Facility matured in October 2019, at which point we entered into the 2019 Revolving Facility discussed above.

Cash interest expense related to our debt was \$0.6 million, \$0.6 million, and \$3.5 million for the years ended December 31, 2020, 2019 and 2018, respectively.

**GREEN DOT CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (CONTINUED)**

**Note 12—Stockholders' Equity****Common Stock**

Our Certificate of Incorporation specifies the following rights, preferences, and privileges for our common stockholders.

***Voting***

Holders of our Class A common stock are entitled to one vote per share.

We have not provided for cumulative voting for the election of directors in our restated Certificate of Incorporation. In addition, our Certificate of Incorporation provides that a holder, or group of affiliated holders, of more than 24.9% of our common stock may not vote shares representing more than 14.9% of the voting power represented by the outstanding shares of our Class A common stock.

***Dividends***

Subject to preferences that may apply to any shares of preferred stock outstanding at the time, the holders of outstanding shares of our Class A common stock are entitled to receive dividends out of funds legally available at the times and in the amounts that our board of directors may determine. In the event a dividend is paid in the form of shares of common stock or rights to acquire shares of common stock, the holders of Class A common stock will receive Class A common stock, or rights to acquire Class A common stock, as the case may be.

***Liquidation***

Upon our liquidation, dissolution or winding-up, the assets legally available for distribution to our stockholders would be distributable ratably among the holders of our Class A common stock and any participating preferred stock outstanding at that time after payment of liquidation preferences, if any, on any outstanding shares of our preferred stock and payment of other claims of creditors.

***Preemptive or Similar Rights***

Our Class A common stock is not entitled to preemptive rights or subject to redemption.

**Comprehensive Income**

The tax impact on unrealized gains on investment securities available-for-sale for the years ended December 31, 2020, 2019 and 2018 was approximately \$0.3 million, \$0.8 million and \$0.1 million, respectively.

**Stock Repurchase Program**

In May 2017, our Board of Directors authorized, subject to regulatory approval, expansion of our stock repurchase program by an additional \$150 million. We sought and received regulatory approval during the second quarter of 2019, at which point we entered into a \$100 million accelerated share repurchase agreement. In August 2019, we completed final settlement of shares purchased under this agreement, receiving in total approximately 2.1 million shares at an average repurchase price of \$48.26. As of December 31, 2020, we have an authorized \$50 million remaining under our current stock repurchase program for any additional repurchases.

**Walmart Restricted Shares**

On January 2, 2020, we issued Walmart, in a private placement, 975,000 restricted shares of our Class A Common Stock. The shares vest in equal monthly increments through December 1, 2022, however, Walmart is entitled to voting rights and participate in any dividends paid from the issuance date on the unvested balance. As such, the total amount of restricted shares issued are included in our total Class A shares outstanding. As of December 31, 2020, there were 650,000 unvested shares outstanding.

The estimated grant-date fair value of the restricted shares is recorded as a component of stock-based compensation expense over the related period we expect to benefit under our relationship with Walmart.

**GREEN DOT CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (CONTINUED)**

**Note 13—Employee Stock-Based Compensation**

In June 2010, our board of directors adopted, and in July 2010 our stockholders approved, the 2010 Equity Incentive Plan, which replaced our 2001 Stock Plan, and the 2010 Employee Stock Purchase Plan. The 2010 Equity Incentive Plan authorizes the award of stock options, restricted stock awards, stock appreciation rights, restricted stock units, performance shares and stock bonuses. Options granted under the 2010 Equity Incentive Plan generally vest over four years and expire five years or ten years from the date of grant. The 2010 Employee Stock Purchase Plan enables eligible employees to purchase shares of our Class A common stock periodically at a discount. Our 2010 Employee Stock Purchase Plan is intended to qualify as an employee stock purchase plan under Section 423 of the Internal Revenue Code. Approximately 4.7 million shares are available for grant under the 2010 Equity Incentive Plan as of December 31, 2020.

Stock-based compensation for the years ended December 31, 2020, 2019, and 2018 includes expense related to awards of stock options, performance and service based restricted stock units and purchases under the 2010 Employee Stock Purchase Plan. Total stock-based compensation expense and the related income tax benefit were as follows:

	Year Ended December 31,		
	2020	2019	2018
	(In thousands)		
Total stock-based compensation expense	\$ 53,694	\$ 29,583	\$ 50,093
Related income tax benefit	6,573	5,143	3,783

*Restricted Stock Units*

The following table summarizes restricted stock units with only service conditions granted under our 2010 Equity Incentive Plan:

	Year Ended December 31,		
	2020	2019	2018
	(In thousands, except per share data)		
Restricted stock units granted	1,618	238	452
Weighted-average grant-date fair value	\$ 31.12	\$ 38.93	\$ 74.33

Restricted stock unit activity for the year ended December 31, 2020 was as follows:

	Shares	Weighted-Average Grant-Date Fair Value
	(In thousands, except per share data)	
Outstanding at December 31, 2019	888	\$ 47.20
Restricted stock units granted	1,618	31.12
Restricted stock units vested	(616)	34.51
Restricted stock units canceled	(668)	38.57
Outstanding at December 31, 2020	1,222	\$ 36.24

The total fair value of restricted stock vested for the years ended December 31, 2020, 2019 and 2018 was \$25.6 million, \$30.9 million and \$67.5 million, respectively, based on the price of our Class A common stock on the vesting date.

*Performance-Based Restricted Stock Units*

We grant performance-based restricted stock units to certain employees that are subject to the attainment of pre-established internal performance conditions, market conditions, or a combination thereof (collectively referred to herein as performance-based restricted stock units). The actual number of shares subject to the award is determined at the end of the performance period and may range from zero to 200% of the target shares granted depending upon the terms of the award. These awards generally contain an additional service component after each performance period is concluded and the unvested balance of the shares after the performance metrics are achieved will vest over the remaining requisite service period. Compensation expense related to these awards is recognized using the accelerated attribution method over the vesting period (generally, a total period of four years) based on the grant date fair value of the award.



**GREEN DOT CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (CONTINUED)**

**Note 13—Employee Stock-Based Compensation (continued)**

The following table summarizes the performance-based restricted stock units granted under our 2010 Equity Incentive Plan:

	Year Ended December 31,		
	2020	2019	2018
	(In thousands, except per share data)		
Performance restricted stock units granted	1,045	722	276
Weighted-average grant-date fair value	\$ 33.15	\$ 48.45	\$ 71.70

Performance-based restricted stock unit activity for the year ended December 31, 2020 was as follows:

	Shares	Weighted-Average Grant-Date Fair Value
	(In thousands, except per share data)	
Outstanding at December 31, 2019	854	\$ 54.63
Performance restricted stock units granted (at target)	1,045	\$ 33.15
Performance restricted stock units vested	(258)	\$ 50.33
Performance restricted stock units canceled	(695)	\$ 48.72
Outstanding at December 31, 2020	946	\$ 35.62

The total fair value of all performance-based restricted stock vested for the years ended December 31, 2020, 2019 and 2018 was \$12.4 million, \$22.7 million and \$45.1 million, respectively, based on the price of our Class A common stock on the vesting date.

**Stock Options**

In connection with the recent hiring of certain executive officers, we granted stock options subject to market conditions during the year ended December 31, 2020. The stock options have a seven-year term that vest subject to continued service over three years, and upon our company achieving certain stock trading prices within a five-year period. Compensation expense related to these awards is recognized over the greater of the explicit service period or a derived implicit period based on when the performance targets are expected to be achieved. The grant date fair value is determined through the use of a Monte Carlo simulation and is not subsequently re-measured.

The following table summarizes our market-based stock options granted:

	Year Ended December 31,
	2020
	(In thousands, except per share data)
Stock options granted	2,250
Weighted-average exercise price	\$ 31.30
Weighted-average grant-date fair value	\$ 14.57

	Year Ended December 31,
	2020
Risk-free interest rate	0.63 %
Expected term (in years)	3.30
Expected dividends	—
Expected volatility	53.8 %

**GREEN DOT CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (CONTINUED)**

**Note 13—Employee Stock-Based Compensation (continued)**

Total stock option activity for the year ended December 31, 2020 was as follows:

	Options	Weighted-Average Exercise Price	Weighted-Average Remaining Contractual Life (in Years)	Aggregate Intrinsic Value
(In thousands, except per share data and years)				
Outstanding at December 31, 2019	181	\$ 20.09		
Options granted	2,250	31.30		
Options exercised	(404)	26.13		
Options canceled	(393)	28.37		
Outstanding at December 31, 2020	1,634	\$ 32.04	5.99	\$ 38,836
Exercisable at December 31, 2020	134	22.95	2.06	\$ 4,411

We have not issued any service only based stock option awards from our 2010 Equity Incentive Plan for the periods presented in these consolidated financial statements.

The total intrinsic value of options exercised was \$10.5 million, \$2.4 million and \$36.2 million for the years ended December 31, 2020, 2019, and 2018, respectively.

As of December 31, 2020, there was \$53.4 million of aggregate unrecognized compensation cost related to unvested restricted stock units (including performance-based awards) expected to be recognized in compensation expense in future periods, with a weighted-average period of 2.6 years. As of December 31, 2020, there was \$13.7 million remaining of unrecognized compensation cost related to stock options, with a weighted-average period of 1.3 years.

**Note 14—Income Taxes**

The components of income tax expense included in our consolidated statements of operations were as follows:

	Year Ended December 31,		
	2020	2019	2018
(In thousands)			
<b>Current:</b>			
Federal	\$ 15,846	\$ 11,914	\$ 4,011
State	3,650	1,790	894
Foreign	471	604	443
Current income tax expense	19,967	14,308	5,348
<b>Deferred:</b>			
Federal	(11,212)	8,102	1,136
State	(3,722)	(1,226)	(1,370)
Foreign	(69)	—	—
Deferred income tax (benefit) expense	(15,003)	6,876	(234)
Income tax expense	\$ 4,964	\$ 21,184	\$ 5,114

**GREEN DOT CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (CONTINUED)**

**Note 14—Income Taxes (continued)**

Income tax expense differs from the amount computed by applying the statutory federal income tax rate to income before income taxes. The sources and tax effects of the differences are as follows:

	Year Ended December 31,		
	2020	2019	2018
U.S. federal statutory tax rate	21.0 %	21.0 %	21.0 %
State income taxes, net of federal tax benefit	(2.0)	0.1	(0.5)
General business credits	(10.9)	(2.1)	(2.2)
Employee stock-based compensation	(7.7)	(2.2)	(17.1)
Tax Cuts and Jobs Act remeasurement	—	—	0.2
Non-deductible executive compensation	17.2	0.1	2.2
Capital loss valuation allowance release	(1.1)	—	—
Non-deductible penalties	1.1	—	—
Other	0.1	0.6	0.5
Effective tax rate	17.7 %	17.5 %	4.1 %

The increase in the effective tax rate for the year ended December 31, 2020 as compared to the prior year ended December 31, 2019 is primarily due to an increase of the IRC 162(m) limitation on the deductibility of certain executive compensation. This increase was partially offset by the impact of general business credits and an increase in excess tax benefits from stock-based compensation.

We have made a policy election to account for Global Intangible Low-Taxed Income ("GILTI") in the year the GILTI tax is incurred. For the year ended December 31, 2020, the provision for GILTI tax expense was not material to our financial statements.

The tax effects of temporary difference that give rise to significant portions of our deferred tax assets and liabilities were as follows:

	December 31,	
	2020	2019
(In thousands)		
<b>Deferred tax assets:</b>		
Net operating loss carryforwards	\$ 7,882	\$ 8,002
Stock-based compensation	7,651	5,820
Reserve for overdrawn accounts	7,661	4,456
Accrued liabilities	15,080	7,965
Lease liabilities	4,763	8,195
Tax credit carryforwards	10,035	8,723
Capital loss carryforwards	—	341
Other	543	—
Gross deferred tax assets	53,615	43,502
Valuation allowance	—	(341)
Total deferred tax assets	\$ 53,615	\$ 43,161
<b>Deferred tax liabilities:</b>		
Internal-use software costs	\$ 29,149	\$ 29,382
Property and equipment, net	1,003	2,240
Deferred expenses	4,544	4,114
Intangible assets	10,009	7,826
Gift card revenue	1,389	1,422
Lease right-of-use assets	1,974	6,524
Other	—	388
Total deferred tax liabilities	48,068	51,896
Net deferred tax assets (liabilities)	\$ 5,547	\$ (8,735)

**GREEN DOT CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (CONTINUED)**

**Note 14—Income Taxes (continued)**

We establish a valuation allowance when we consider it more-likely-than-not that some portion or all of the deferred tax assets will not be realized. During the second quarter ended June 30, 2020, we released our valuation allowance against our capital loss carryforwards as we recognized capital gains on the sale of certain investment securities during that period sufficient to offset our entire capital loss carryforward amount. As of December 31, 2020, we did not have a valuation allowance on any of our deferred tax assets as we believe it is more-likely-than-not that we will realize the benefits of our deferred tax assets.

We are subject to examination by the Internal Revenue Service, or IRS, and various state tax authorities. We remain subject to examination of our federal income tax returns for the years ended December 31, 2017 through 2019. We generally remain subject to examination of our various state income tax returns for a period of four to five years from the respective dates the returns were filed. The IRS initiated an examination of our 2017 U.S. federal tax return during the second quarter ended June 30, 2020 and the examination remains ongoing as of December 31, 2020. We do not expect that this examination will have a material impact on our consolidated financial statements.

As of December 31, 2020, we have federal net operating loss carryforwards of approximately \$19.2 million and state net operating loss carryforwards of approximately \$68.8 million which will be available to offset future income. If not used, the federal net operating losses will expire between 2026 and 2034. In regards to the state net operating loss carryforwards, approximately \$46.6 million will expire between 2021 and 2040, while the remaining balance of approximately \$22.2 million, does not expire and carries forward indefinitely. The net operating losses are subject to an annual IRC Section 382 limitation which restricts their utilization against taxable income in future periods. In addition, we have state business tax credits of approximately \$17.3 million that can be carried forward indefinitely and other state business tax credits of approximately \$1.1 million that will expire between 2023 and 2027.

As of December 31, 2020 and 2019, we had a liability of \$9.5 million and \$8.4 million, respectively, for unrecognized tax benefits related to various federal and state income tax matters excluding interest, penalties and related tax benefits. The reconciliation of the beginning unrecognized tax benefits balance to the ending balance is as follows:

	Year Ended December 31,		
	2020	2019	2018
	(In thousands)		
Beginning balance	\$ 8,398	\$ 6,965	\$ 5,560
Increases related to positions taken during prior years	482	313	462
Increases related to positions taken during the current year	1,500	1,576	1,607
Decreases due to a lapse of applicable statute of limitations	(862)	(456)	(664)
Ending balance	<u>\$ 9,518</u>	<u>\$ 8,398</u>	<u>\$ 6,965</u>
The total amount of unrecognized tax benefits that, if recognized, would affect the effective tax rate	\$ 9,424	\$ 8,341	\$ 6,918

We recognized accrued interest and penalties related to unrecognized tax benefits for the years ended December 31, 2020, 2019 and 2018, of approximately \$0.5 million, \$0.5 million and \$0.3 million, respectively.

**GREEN DOT CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (CONTINUED)**

**Note 15—Earnings per Common Share**

The calculation of basic and diluted EPS was as follows:

	Year Ended December 31,		
	2020	2019	2018
	(In thousands, except per share data)		
<b>Basic earnings per Class A common share</b>			
Numerator:			
Net income	\$ 23,131	\$ 99,897	\$ 118,703
Amount attributable to unvested Walmart restricted shares	(346)	—	—
Net income allocated to Class A common stockholders	\$ 22,785	\$ 99,897	\$ 118,703
Denominator:			
Weighted-average Class A shares issued and outstanding	52,438	52,195	52,222
Basic earnings per Class A common share	\$ 0.43	\$ 1.91	\$ 2.27
<b>Diluted earnings per Class A common share</b>			
Numerator:			
Net income allocated to Class A common stockholders	\$ 22,785	\$ 99,897	\$ 118,703
Re-allocated earnings	8	—	—
Diluted net income allocated to Class A common stockholders	\$ 22,793	\$ 99,897	\$ 118,703
Denominator:			
Weighted-average Class A shares issued and outstanding	52,438	52,195	52,222
Dilutive potential common shares:			
Stock options	233	114	327
Service based restricted stock units	708	361	1,135
Performance-based restricted stock units	306	440	796
Employee stock purchase plan	—	28	1
Diluted weighted-average Class A shares issued and outstanding	53,685	53,138	54,481
Diluted earnings per Class A common share	\$ 0.42	\$ 1.88	\$ 2.18

For the periods presented, we excluded certain restricted stock units and stock options outstanding, which could potentially dilute basic EPS in the future, from the computation of diluted EPS as their effect was anti-dilutive. Additionally, we have excluded any performance-based restricted stock units and performance-based stock options where the performance contingency has not been met as of the end of the period, or whereby the result of including such awards was anti-dilutive.

The following table shows the weighted-average number of anti-dilutive shares excluded from the diluted EPS calculation:

	Year Ended December 31,		
	2020	2019	2018
	(In thousands)		
<b>Class A common stock</b>			
Options to purchase Class A common stock	731	—	—
Service based restricted stock units	101	354	20
Performance-based restricted stock units	301	459	143
Unvested Walmart restricted shares	796	—	—
Total	1,929	813	163

**GREEN DOT CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (CONTINUED)**

**Note 16—Fair Value Measurements**

We determine the fair values of our financial instruments based on the fair value hierarchy established under applicable accounting guidance which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. There are three levels of inputs used to measure fair value.

For more information regarding the fair value hierarchy and how we measure fair value, see *Note 2 — Summary of Significant Accounting Policies*.

As of December 31, 2020 and 2019, our assets and liabilities carried at fair value on a recurring basis were as follows:

	Level 1	Level 2	Level 3	Total Fair Value
(In thousands)				
<b>December 31, 2020</b>				
<b>Assets</b>				
Corporate bonds	\$ —	\$ 10,110	\$ —	\$ 10,110
Agency bond securities	—	234,157	—	234,157
Agency mortgage-backed securities	—	691,029	—	691,029
Municipal bonds	—	30,501	—	30,501
Asset-backed securities	—	5,172	—	5,172
<b>Total assets</b>	<b>\$ —</b>	<b>\$ 970,969</b>	<b>\$ —</b>	<b>\$ 970,969</b>
<b>Liabilities</b>				
Contingent consideration	\$ —	\$ —	\$ 5,300	\$ 5,300
<b>December 31, 2019</b>				
<b>Assets</b>				
Corporate bonds	\$ —	\$ 10,012	\$ —	\$ 10,012
Agency bond securities	—	20,000	—	20,000
Agency mortgage-backed securities	—	211,033	—	211,033
Municipal bonds	—	4,342	—	4,342
Asset-backed securities	—	32,052	—	32,052
<b>Total assets</b>	<b>\$ —</b>	<b>\$ 277,439</b>	<b>\$ —</b>	<b>\$ 277,439</b>
<b>Liabilities</b>				
Contingent consideration	\$ —	\$ —	\$ 9,300	\$ 9,300

We based the fair value of our fixed income securities held as of December 31, 2020 and 2019 on quoted prices in active markets for similar assets. We had no transfers between Level 1, Level 2 or Level 3 assets or liabilities during the years ended December 31, 2020 and 2019.

The following table presents changes in our contingent consideration payable for the years ended December 31, 2020, 2019 and 2018, which is categorized in Level 3 of the fair value hierarchy:

	Year Ended December 31,		
	2020	2019	2018
(In thousands)			
Balance, beginning of period	\$ 9,300	\$ 15,800	\$ 17,358
Payments of contingent consideration	(4,000)	(4,634)	(4,856)
Change in fair value of contingent consideration	—	(1,866)	3,298
<b>Balance, end of period</b>	<b>\$ 5,300</b>	<b>\$ 9,300</b>	<b>\$ 15,800</b>

**GREEN DOT CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (CONTINUED)**

**Note 17—Fair Value of Financial Instruments**

The following describes the valuation technique for determining the fair value of financial instruments, whether or not such instruments are carried at fair value on our consolidated balance sheets.

*Short-term Financial Instruments*

Our short-term financial instruments consist principally of unrestricted and restricted cash and cash equivalents, settlement assets and obligations, and obligations to customers. These financial instruments are short-term in nature, and, accordingly, we believe their carrying amounts approximate their fair values. Under the fair value hierarchy, these instruments are classified as Level 1.

*Investment Securities*

The fair values of investment securities have been derived using methodologies referenced in *Note 2 — Summary of Significant Accounting Policies*. Under the fair value hierarchy, our investment securities are classified as Level 2.

*Loans*

We determined the fair values of loans by discounting both principal and interest cash flows expected to be collected using a discount rate commensurate with the risk that we believe a market participant would consider in determining fair value. Under the fair value hierarchy, our loans are classified as Level 3.

*Deposits*

The fair value of demand and interest checking deposits and savings deposits is the amount payable on demand at the reporting date. We determined the fair value of time deposits by discounting expected future cash flows using market-derived rates based on our market yields on certificates of deposit, by maturity, at the measurement date. Under the fair value hierarchy, our deposits are classified as Level 2.

*Contingent Consideration*

The fair value of contingent consideration obligations are estimated through valuation models designed to estimate the probability of such contingent payments based on various assumptions. Estimated payments are discounted using present value techniques to arrive at an estimated fair value. Our contingent consideration payable is classified as Level 3 because we use unobservable inputs to estimate fair value, including the probability of achieving certain earnings thresholds and appropriate discount rates. Our contingent consideration payable is included as a component of other accrued liabilities on our consolidated balance sheets and changes in fair value are recorded through operating expenses.

*Debt*

The fair value of our debt is based on borrowing rates currently required of loans with similar terms, maturity and credit risk. The carrying amount of our debt approximates fair value because the base interest rate charged varies with market conditions and the credit spread is commensurate with current market spreads for issuers of similar risk. The fair value of our debt is classified as a Level 2 liability in the fair value hierarchy.

*Fair Value of Financial Instruments*

The carrying values and fair values of certain financial instruments that were not carried at fair value, excluding short-term financial instruments for which the carrying value approximates fair value, at December 31, 2020 and 2019 are presented in the table below.

	December 31, 2020		December 31, 2019	
	Carrying Value	Fair Value	Carrying Value	Fair Value
	(In thousands)			
<b>Financial Assets</b>				
Loans to bank customers, net of allowance	\$ 21,011	\$ 20,421	\$ 21,417	\$ 19,563
<b>Financial Liabilities</b>				
Deposits	\$ 2,735,116	\$ 2,735,072	\$ 1,175,341	\$ 1,175,298
Line of credit	\$ —	\$ —	\$ 35,000	\$ 35,000



**GREEN DOT CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (CONTINUED)**

**Note 18—Concentrations of Credit Risk**

Financial instruments that subject us to concentration of credit risk consist primarily of unrestricted cash and cash equivalents, restricted cash, investment securities, accounts receivable, loans and settlement assets. We deposit our unrestricted cash and cash equivalents and our restricted cash with regional and national banking institutions that we periodically monitor and evaluate for creditworthiness. Credit risk for our investment securities is mitigated by the types of investment securities in our portfolio, which must comply with strict investment guidelines that we believe appropriately ensures the preservation of invested capital. Credit risk for our accounts receivable is concentrated with card issuing banks and our customers, and this risk is mitigated by the relatively short collection period and our large customer base. We do not require or maintain collateral for accounts receivable. We maintain reserves for uncollectible overdrawn accounts and uncollectible trade receivables. With respect to our loan portfolio (excluding secured credit cards), as of December 31, 2020 approximately 92.3% of our borrowers reside in the state of Utah and approximately 42.3% in the city of Provo. Consequently, this loan portfolio is susceptible to any adverse market or environmental conditions that may impact this specific geographic region. Credit risk associated with our secured credit card portfolio is mitigated by collateral provided by the borrower in the amount of their credit limit. Credit risk for our settlement assets is concentrated with our retail distributors and other business partners, which we frequently monitor and is further mitigated by the short collection period.

**Note 19—Defined Contribution Plan**

On January 1, 2004, we established a defined contribution savings plan under Section 401(k) of the Internal Revenue Code. Employees who have attained at least 21 years of age are generally eligible to participate in the plan on the first day of the calendar month following the month in which they commence service with us. Participants may make pre-tax or after-tax contributions to the plan from their eligible earnings up to the statutorily prescribed annual limit on contributions under the code. We may contribute to the plan at the discretion of our board of directors. Currently, employer contributions amount to 50% of the first 5% of a participant's eligible compensation. Our contributions are allocated in the same manner as that of the participant's elective contributions. We made contributions to the plan of \$2.2 million, \$2.2 million, and \$1.7 million for the years ended December 31, 2020, 2019 and 2018, respectively.

**Note 20—Leases**

Our leases consist of operating lease agreements principally related to our corporate and subsidiary office locations. Currently, we do not enter into any financing lease agreements. Our leases have remaining lease terms of less than 1 year to approximately 5 years, many of which generally include renewal options of varying terms.

As of December 31, 2020 and for the foreseeable future, we have committed to a remote workforce strategy for most U.S. based employees. As such, during the fourth quarter of 2020, we recorded an impairment charge of approximately \$7.0 million related to our lease right-of-use assets as we no longer intend to utilize our leased office spaces in the U.S. for the duration of our remaining lease terms. Our lease agreements have or will be terminated in due course in accordance with our lease provisions, however, we may be contractually obligated to continue making lease payments where no termination option is available.

Our total lease expense amounted to approximately \$9.2 million, \$11.3 million, and \$7.6 million for the years ended December 31, 2020, 2019 and 2018, respectively. Our lease expense is generally based on fixed payments stated within the agreements. Any variable payments for non-lease components and other short term lease expenses are not considered material.

**Supplemental Information**

Supplemental information related to our ROU assets and related lease liabilities is as follows:

	Year Ended December 31,	
	2020	2019
Cash paid for operating lease liabilities (in thousands)	\$ 9,910	\$ 8,850
Weighted average remaining lease term (years)	3.3	4.1
Weighted average discount rate	4.8 %	4.7 %

**GREEN DOT CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (CONTINUED)**

**Note 20—Leases (continued)**

Maturities of our operating lease liabilities as of December 31, 2020 is as follows:

	<b>Operating Leases</b>	
	<b>(In thousands)</b>	
2021	\$	9,715
2022		8,805
2023		3,500
2024		3,464
2025		1,732
		27,216
Less: imputed interest		(2,645)
Total lease liabilities	\$	24,571

**Note 21—Commitments and Contingencies***Financial Commitments*

As discussed in Note 7 — Equity Method Investment, we are committed to make annual capital contributions in TailFin Labs, LLC of \$35.0 million per year from January 2020 through January 2024.

Our definitive agreement to acquire all of the equity interests of UniRush provides for a minimum \$4 million annual earn-out payment for five years following the closing, ending in February 2022. As of December 31, 2020, the estimated fair value of our remaining earn-out payments amounted to \$5.3 million.

In addition, through the normal course of business, we may enter into various agreements with our vendors and retail distributors that may subject us to minimum annual requirements.

*Litigation and Claims*

In the ordinary course of business, we are a party to various legal proceedings, including, from time to time, actions which are asserted to be maintainable as class action suits. We review these actions on an ongoing basis to determine whether it is probable and estimable that a loss has occurred and use that information when making accrual and disclosure decisions. We have provided reserves where necessary for all claims and, based on current knowledge and in part upon the advice of legal counsel, all matters are believed to be adequately covered by insurance, or, if not covered, we do not expect the outcome in any legal proceedings, individually or collectively, to have a material adverse impact on our financial condition or results of operations.

On December 18, 2019, an alleged class action entitled *Koffsmon v. Green Dot Corp., et al.*, No. 19-cv-10701-DDP-E, was filed in the United States District Court for the Central District of California, against us and two of our former officers. The suit asserts purported claims under Sections 10(b) and 20(a) of the Exchange Act for allegedly misleading statements regarding our business strategy. Plaintiff alleges that defendants made statements that were misleading because they allegedly failed to disclose details regarding our customer acquisition strategy and its impact on our financial performance. The suit is purportedly brought on behalf of purchasers of our securities between May 9, 2018 and November 7, 2019, and seeks compensatory damages, fees and costs. On February 18, 2020, a shareholder derivative suit and securities class action entitled *Hellman v. Streit, et al.*, No. 20-cv-01572-SVW-PVC was filed in United States District Court for the Central District of California, against us and certain of our officers and directors. The suit avers purported breach of fiduciary duty and unjust enrichment claims, as well as claims under Sections 10(b), 14(a) and 20(a) of the Exchange Act, on the basis of the same wrongdoing alleged in the first lawsuit described above. The suit does not define the purported class allegedly damaged. These cases have been related. We have not yet responded to the complaints in these matters.

Due to the inherent uncertainties of litigation, we cannot accurately predict the ultimate outcome of this matter. We are unable at this time to determine whether the outcome of the litigation would have a material impact on our results of operations, financial condition or cash flows.

**GREEN DOT CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (CONTINUED)**

**Note 21—Commitments and Contingencies (continued)**

*Other Legal Matters*

We monitor the laws of all 50 states to identify state laws or regulations that apply (or may apply) to our products and services. We have obtained money transmitter licenses (or similar such licenses) where applicable, based on advice of counsel or when we have been requested to do so. If we were found to be in violation of any laws and regulations governing banking, money transmitters, electronic fund transfers, or money laundering in the United States or abroad, we could be subject to penalties or could be forced to change our business practices.

From time to time we enter into contracts containing provisions that contingently require us to indemnify various parties against claims from third parties. These contracts primarily relate to: (i) contracts with our card issuing banks, under which we are responsible to them for any unrecovered overdrafts on cardholders' accounts; (ii) certain real estate leases, under which we may be required to indemnify property owners for environmental and other liabilities, and other claims arising from our use of the premises; (iii) certain agreements with our officers, directors, and employees, under which we may be required to indemnify these persons for liabilities arising out of their relationship with us; and (iv) contracts under which we may be required to indemnify our retail distributors, suppliers, vendors and other parties with whom we have contracts against claims arising from certain of our actions, omissions, violations of law and/or infringement of patents, trademarks, copyrights and/or other intellectual property rights.

Generally, a maximum obligation under these contracts is not explicitly stated. Because the obligated amounts associated with these types of agreements are not explicitly stated, the overall maximum amount of the obligation cannot be reasonably estimated. With the exception of overdrafts on cardholders' accounts, historically, we have not been required to make payments under these and similar contingent obligations, and no liabilities have been recorded for these obligations in our consolidated balance sheets.

For additional information regarding overdrafts on cardholders' accounts, refer to *Note 5 — Accounts Receivable*.

**Note 22—Significant Retailer and Partner Concentrations**

A credit concentration may exist if customers are involved in similar industries, economic sectors, and geographic regions. Our retail distributors operate in similar economic sectors but diverse domestic geographic regions. The loss of a significant retail distributor could have a material adverse effect upon our card sales, profitability, and revenue growth.

*Revenue Concentrations*

Revenues derived from our products sold at retail distributors constituting greater than 10% of our total operating revenues were as follows:

	Year Ended December 31,		
	2020	2019	2018
Walmart	27%	34%	36%

In addition, approximately 13% of our total operating revenues for the year ended December 31, 2020 were generated from a single BaaS partner, without a corresponding concentration to our gross profit for the period.

*Settlement Asset Concentrations*

Settlement assets derived from our products sold at retail distributors constituting greater than 10% of the settlement assets outstanding on our consolidated balance sheets were as follows:

	December 31, 2020	December 31, 2019
Walmart	*	13%

\* Constitutes less than 10% for the period presented.

**GREEN DOT CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (CONTINUED)**

**Note 23—Regulatory Requirements**

Our subsidiary bank, Green Dot Bank, is a member bank of the Federal Reserve System and our primary regulator is the Federal Reserve Board. We and Green Dot Bank are subject to commitments that we have made to the Federal Reserve Board and the Utah Department of Financial Institutions. In addition, we and Green Dot Bank are subject to various regulatory capital requirements administered by the federal banking agencies. Failure to meet minimum capital requirements can initiate certain mandatory actions by regulators that, if undertaken, could have a direct material effect on our financial statements. Under capital adequacy guidelines, we and Green Dot Bank must meet specific capital guidelines that involve quantitative measures of the assets, liabilities and certain off-balance sheet items as calculated under regulatory accounting practices. The capital amounts and classification are also subject to qualitative judgments by the regulators about components, risk weightings and other factors.

As of December 31, 2020 and 2019, we and Green Dot Bank were categorized as "well capitalized" under applicable regulatory standards. There were no conditions or events since December 31, 2020 which management believes would have caused us or Green Dot Bank not to be considered "well capitalized." Our capital ratios and related regulatory requirements were as follows:

	December 31, 2020			
	Amount	Ratio	Regulatory Minimum	"Well-capitalized" Minimum
	(In thousands, except ratios)			
<b>Green Dot Corporation:</b>				
Tier 1 leverage	\$ 515,134	17.5 %	4.0 %	n/a
Common equity Tier 1 capital	\$ 515,134	57.8 %	4.5 %	n/a
Tier 1 capital	\$ 515,134	57.8 %	6.0 %	6.0 %
Total risk-based capital	\$ 518,358	58.2 %	8.0 %	10.0 %
<b>Green Dot Bank:</b>				
Tier 1 leverage	\$ 253,895	10.1 %	4.0 %	5.0 %
Common equity Tier 1 capital	\$ 253,895	46.1 %	4.5 %	6.5 %
Tier 1 capital	\$ 253,895	46.1 %	6.0 %	8.0 %
Total risk-based capital	\$ 254,855	46.3 %	8.0 %	10.0 %
	December 31, 2019			
	Amount	Ratio	Regulatory Minimum	"Well-capitalized" Minimum
	(In thousands, except ratios)			
<b>Green Dot Corporation:</b>				
Tier 1 leverage	\$ 400,445	22.2 %	4.0 %	n/a
Common equity Tier 1 capital	\$ 400,445	70.5 %	4.5 %	n/a
Tier 1 capital	\$ 400,445	70.5 %	6.0 %	6.0 %
Total risk-based capital	\$ 404,469	71.2 %	8.0 %	10.0 %
<b>Green Dot Bank:</b>				
Tier 1 leverage	\$ 204,141	13.9 %	4.0 %	5.0 %
Common equity Tier 1 capital	\$ 204,141	82.8 %	4.5 %	6.5 %
Tier 1 capital	\$ 204,141	82.8 %	6.0 %	8.0 %
Total risk-based capital	\$ 205,548	83.4 %	8.0 %	10.0 %

**GREEN DOT CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (CONTINUED)**

**Note 24—Segment Information**

Our operations are comprised of two reportable segments: 1) Account Services and 2) Processing and Settlement Services. We identified our reportable segments based on factors such as how we manage our operations and how our chief operating decision maker views results. Our chief operating decision maker organizes and manages our business primarily on the basis of product and service offerings and uses operating income to assess profitability.

The Account Services segment consists of revenues and expenses derived from our deposit account programs, such as prepaid cards, debit cards, consumer and small business checking accounts, secured credit cards, payroll debit cards and gift cards. These deposit account programs are marketed under several of our leading consumer brand names and under the brand names of our Banking as a Service, or "BaaS," partners. The Processing and Settlement Services segment consists of revenues and expenses derived from our products and services that specialize in facilitating the movement of cash on behalf of consumers and businesses, such as consumer cash processing services, wage disbursements and tax refund processing services. The Corporate and Other segment primarily consists of eliminations of intersegment revenues and expenses, unallocated corporate expenses, depreciation and amortization, and other costs that are not considered when management evaluates segment performance. We do not evaluate performance or allocate resources based on segment asset data, and therefore such information is not presented.

The following tables present certain financial information for each of our reportable segments for the periods then ended:

Year Ended December 31, 2020				
	Account Services	Processing and Settlement Services	Corporate and Other	Total
	(In thousands)			
Operating revenues	\$ 980,314	\$ 298,423	\$ (24,977)	\$ 1,253,760
Operating expenses	857,025	215,900	150,762	1,223,687
Operating income	<u>\$ 123,289</u>	<u>\$ 82,523</u>	<u>\$ (175,739)</u>	<u>\$ 30,073</u>

Year Ended December 31, 2019				
	Account Services	Processing and Settlement Services	Corporate and Other	Total
	(In thousands)			
Operating revenues	\$ 842,967	\$ 296,721	\$ (31,093)	\$ 1,108,595
Operating expenses	696,409	202,713	86,555	985,677
Operating income	<u>\$ 146,558</u>	<u>\$ 94,008</u>	<u>\$ (117,648)</u>	<u>\$ 122,918</u>

Year Ended December 31, 2018				
	Account Services	Processing and Settlement Services	Corporate and Other	Total
	(In thousands)			
Operating revenues	\$ 843,905	\$ 253,360	\$ (31,690)	\$ 1,065,575
Operating expenses	643,714	179,037	112,409	935,160
Operating income	<u>\$ 200,191</u>	<u>\$ 74,323</u>	<u>\$ (144,099)</u>	<u>\$ 130,415</u>

## **ITEM 9. Changes in and Disagreements With Accountants on Accounting and Financial Disclosure**

None.

### **ITEM 9A. Controls and Procedures**

*Disclosure controls and procedures* — Our management, with the participation of our Chief Executive Officer and Interim Chief Financial Officer, has evaluated the effectiveness of our disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 13d-15(e)), and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) at the end of the period covered by this report. Based on such evaluation of our disclosure controls and procedures, our Chief Executive Officer and Interim Chief Financial Officer have concluded that, at the end of such period, our disclosure controls and procedures were effective to ensure that information required to be disclosed by us in reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms and is accumulated and communicated to our management, including our Chief Executive Officer and Interim Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure.

*Report of management on internal control over financial reporting* — Our management is responsible for establishing and maintaining adequate internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for Green Dot Corporation. Our management, with the participation of our Chief Executive Officer and Interim Chief Financial Officer, has conducted an evaluation of the effectiveness of our internal control over financial reporting as of December 31, 2020, based on criteria established in *Internal Control - Integrated Framework* by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework).

Our management concluded that, as of December 31, 2020, our internal control over financial reporting was effective based on these criteria.

Ernst & Young LLP, an independent registered public accounting firm, has issued an unqualified opinion on the effectiveness of our internal control over financial reporting as of December 31, 2020, which is included in Part II, Item 8 of this Annual Report on Form 10-K.

*Change in internal control over financial reporting* — There was no material change in our internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) during the three months ended December 31, 2020 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting. We have not experienced any significant impact to our internal controls over financial reporting despite the fact that most of our employees are working remotely due to the COVID-19 pandemic. The design of our processes and controls allow for remote execution with accessibility to secure data. We are continually monitoring and assessing the COVID-19 situation to minimize the impact, if any, on the design and operating effectiveness on our internal controls.

*Limitations on Effectiveness of Controls* — Our management, including our Chief Executive Officer and Interim Chief Financial Officer, does not expect that our disclosure controls and procedures or our internal controls will prevent all errors and all fraud. A control system, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. Further, the design of a control system must reflect the fact that there are resource constraints, and the benefits of controls must be considered relative to their costs. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, within our company have been detected.

### **ITEM 9B. Other Information**

None.

## PART III

### **ITEM 10. Directors, Executive Officers and Corporate Governance**

The information required by this Item is incorporated by reference from our proxy statement for our 2021 Annual Meeting of Stockholders under the captions "Proposal No. 1 Election of Directors," "Our Executive Officers," "Corporate Governance and Director Independence - Code of Business Conduct and Ethics," and "Corporate Governance and Director Independence - Committees of Our Board of Directors - Audit Committee." With regard to the information required by this item regarding compliance with Section 16(a) of the Exchange Act, we will provide disclosure of delinquent Section 16(a) reports, if any, in our Proxy Statement related to the 2021 Annual Meeting of Shareholders in a section entitled "Additional Information -- Delinquent Section 16(a) Reports," and such disclosure, if any, is incorporated herein by reference.

### **ITEM 11. Executive Compensation**

The information required by this Item is incorporated by reference from our proxy statement for our 2021 Annual Meeting of Stockholders under the caption "Executive Compensation" excluding the sub-caption "Equity Compensation Plan Information."

### **ITEM 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters**

The information required by this Item is incorporated by reference from our proxy statement for our 2021 Annual Meeting of Stockholders under the captions "Security Ownership of Certain Beneficial Owners and Management" and "Executive Compensation - Equity Compensation Plan Information."

### **ITEM 13. Certain Relationships and Related Transactions, and Director Independence**

The information required by this Item is incorporated by reference from our proxy statement for our 2021 Annual Meeting of Stockholders under the captions "Corporate Governance and Director Independence of Directors" and "Transactions with Related Parties, Founders and Control Persons."

### **ITEM 14. Principal Accounting Fees and Services**

The information required by this Item is incorporated by reference from our proxy statement for our 2021 Annual Meeting of Stockholders under the caption "Proposal No. 2 Ratification of Appointment of Independent Registered Public Accounting Firm - Principal Accountant Fees and Services."



**PART IV**

**ITEM 15. Exhibits, Financial Statement Schedules**

(a) The following documents are filed as exhibits to this report:

1. Financial Statements

The Index to Consolidated Financial Statements in Item 8 of this report is incorporated herein by reference as the list of financial statements required as part of this report.

2. Financial Statement Schedules

All financial statement schedules have been omitted, since the required information is not applicable or is not present in amounts sufficient to require submission of the schedule, or because the information required is included in the consolidated financial statements and notes thereto.

3. Exhibits: The following exhibits are filed as part of or furnished with this annual report on Form 10-K as applicable:

Exhibit Number	Exhibit Title	Incorporated by Reference			Filed Herewith
		Form	Date	Number	
3.1	<a href="#">Tenth Amended and Restated Certificate of Incorporation of the Registrant.</a>	S-1(A2)	April 26, 2010	3.02	
3.2	<a href="#">Certificate of Amendment to Tenth Amended and Restated Certificate of Incorporation of Green Dot Corporation.</a>	8-K	May 31, 2017	3.1	
3.3	<a href="#">Amended and Restated Bylaws of the Registrant.</a>	8-K	December 19, 2016	3.1	
3.4	<a href="#">Amendment to Amended and Restated Bylaws of Green Dot Corporation (dated March 4, 2020).</a>	8-K	March 6, 2020	3.1	
3.5	<a href="#">Certificate of Designations of Series A Convertible Junior Participating Non-Cumulative Perpetual Preferred Stock of Green Dot Corporation dated as of December 8, 2011.</a>	8-K	December 14, 2011	3.01	
4.1	<a href="#">Description of Securities</a>	10-K	March 2, 2020	4.1	
10.1*	<a href="#">Form of Indemnity Agreement.</a>	S-1(A4)	June 29, 2010	10.01	
10.2*	<a href="#">Second Amended and Restated 2001 Stock Plan and forms of notice of stock option grant, stock option agreement and stock option exercise letter.</a>	S-1(A3)	June 2, 2010	10.02	
10.3*	<a href="#">Green Dot Corporation 2010 Equity Incentive Plan, as amended (including related form agreements and related policies).</a>	10-Q	August 6, 2020	10.4	
10.4	<a href="#">2010 Employee Stock Purchase Plan.</a>	S-1(A4)	June 29, 2010	10.19	
10.5	<a href="#">Lease Agreement between the Registrant and Wells REIT II - Pasadena Corporate Park L.P., dated December 5, 2011</a>	10-K	February 29, 2012	10.8	
10.6+	<a href="#">2020 Amended and Restated Walmart MoneyCard Program Agreement dated as of May 1, 2015 by and among the Registrant, Green Dot Bank, Wal-Mart Stores, Inc., Walmart Stores Texas L.P., Wal-Mart Louisiana, LLC, Wal-Mart Stores Arkansas, LLC, Wal-Mart Stores East, L.P. and Wal-Mart Puerto Rico, Inc. and Walmart Apollo, LLC.</a>	10-K	March 2, 2020	10.6	
10.7†	<a href="#">Processing Services Agreement dated as of December 19, 2013 by and among the Registrant and MasterCard International Incorporated.</a>	10-Q/A	June 7, 2017	10.1	
10.8†	<a href="#">Amendment to the Processing Services Agreement dated as of September 10, 2018 by and among the Registrant and MasterCard International Incorporated.</a>	10-Q	November 9, 2018	10.1	
10.9*	<a href="#">Employment Agreement between Dan Henry and Green Dot Corporation dated March 24, 2020.</a>	8-K	March 30, 2020	10.1	

Exhibit Number	Exhibit Title	Incorporated by Reference			Filed Herewith
		Form	Date	Number	
10.10*	<a href="#">Inducement Stock Option Award Agreement between Dan Henry and Green Dot Corporation dated March 25, 2020.</a>	10-Q	May 11, 2020	10.3	
10.11*	<a href="#">Inducement Award Agreement (Performance Restricted Stock Unit) between Dan Henry and Green Dot Corporation dated March 25, 2020.</a>	10-Q	May 11, 2020	10.4	
10.12*	<a href="#">Inducement Award Agreement (Restricted Stock Unit) between Dan Henry and Green Dot Corporation dated March 25, 2020.</a>	10-Q	May 11, 2020	10.5	
10.13*	<a href="#">Employment Agreement between Daniel Eckert and Green Dot Corporation dated May 6, 2020</a>				X
10.14*	<a href="#">Inducement Stock Option Award Agreement between Daniel Eckert and Green Dot Corporation dated May 6, 2020.</a>	10-Q	August 6, 2020	10.1	
10.15*	<a href="#">Inducement Award Agreement (Performance Restricted Stock Unit) between Daniel Eckert and Green Dot Corporation, dated May 6, 2020.</a>	10-Q	August 6, 2020	10.2	
10.16*	<a href="#">Inducement Award Agreement (Restricted Stock Unit) between Daniel Eckert and Green Dot Corporation, dated May 6, 2020.</a>	10-Q	August 6, 2020	10.3	
10.17*	<a href="#">Form of Executive Severance Agreement.</a>	S-1(A-2)	April 26, 2010	10.12	
10.18*	<a href="#">2020 Executive Officer Incentive Bonus Plan</a>	8-K	February 26, 2020	10.01	
10.19*	<a href="#">Green Dot Corporation Executive Incentive Plan</a>	10-Q	November 6, 2020	10.1	
10.20*	<a href="#">Separation Agreement between Kuan Archer and Green Dot Corporation dated July 8, 2020.</a>				X
21.1	<a href="#">Subsidiaries of Green Dot Corporation.</a>				X
23.1	<a href="#">Consent of Ernst &amp; Young LLP, independent registered public accounting firm.</a>				X
24.1	<a href="#">Power of Attorney (included on the signature page of this Annual Report on Form 10-K).</a>				X
31.1	<a href="#">Certification of Dan Henry, Chief Executive Officer, pursuant to Rule 13a-14(a)/15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</a>				X
31.2	<a href="#">Certification of Jess Unruh, Interim Chief Financial Officer, pursuant to Rule 13a-14(a)/15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</a>				X
32.1**	<a href="#">Certification of Dan Henry, Chief Executive Officer, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</a>				X
32.2**	<a href="#">Certification of Jess Unruh, Interim Chief Financial Officer, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</a>				X

Exhibit Number	Exhibit Title	Incorporated by Reference			Filed Herewith
		Form	Date	Number	
101	The following financial statements from the Company's Annual Report on Form 10-K for the year ended December 31, 2020, formatted in Inline XBRL: (i) Consolidated Balance Sheets as of December 31, 2020 and 2019, (ii) Consolidated Statements of Operations for the Years Ended December 31, 2020, 2019 and 2018, (iii) Consolidated Statements of Comprehensive Income for the Years Ended December 31, 2020, 2019 and 2018, (iv) Consolidated Statements of Changes in Stockholders' Equity for the Years Ended December 31, 2020, 2019 and 2018, (v) Consolidated Statements of Cash Flows for the Years Ended December 31, 2020, 2019 and 2018 and (vi) Notes to Consolidated Financial Statements, tagged as blocks of text and including detailed tags.				X
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)				X

\* Indicates management contract or compensatory plan or arrangement.

\*\* Furnished, not filed.

+ Certain portions of this document that constitute confidential information have been redacted in accordance with Regulation S-K, Item 601(b)(10).

† Registrant has omitted portions of the referenced exhibit and filed such exhibit separately with the Securities and Exchange Commission pursuant to a grant of confidential treatment under Rule 406 or Rule 24b-2 promulgated under the Securities Act or Rule 24b-2 promulgated under the Exchange Act.

**ITEM 16. Form 10-K Summary**

None.

**SIGNATURE**

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

**Green Dot Corporation**

Date: February 26, 2021

By: /s/ Dan Henry

Name: Dan Henry

Title: President and Chief Executive Officer

KNOW ALL PERSONS BY THESE PRESENTS that each individual whose signature appears below constitutes and appoints Dan Henry, Kristina Lockwood, and Jess Unruh, and each of them, his or her true and lawful attorneys-in-fact and agents with full power of substitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any amendments to this Annual Report on Form 10-K and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or his, her or their substitute or substitutes, may lawfully do or cause to be done or by virtue hereof.

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant in the capacities and on the dates indicated.

	<b>Signature</b>	<b>Title</b>	<b>Date</b>
By:	<u>/s/ Dan Henry</u>	President, Chief Executive Officer and Director	February 26, 2021
Name:	Dan Henry	(Principal Executive Officer)	
By:	<u>/s/ Jess Unruh</u>	Interim Chief Financial Officer and Chief Accounting Officer (Principal Financial Officer and Accounting Officer)	February 26, 2021
Name:	Jess Unruh		
By:	<u>/s/ William I. Jacobs</u>	Chairman	February 26, 2021
Name:	William I. Jacobs		
By:	<u>/s/ Kenneth C. Aldrich</u>	Director	February 26, 2021
Name:	Kenneth C. Aldrich		
By:	<u>/s/ J. Chris Brewster</u>	Director	February 26, 2021
Name:	J. Chris Brewster		
By:	<u>/s/ Rajeev V. Date</u>	Director	February 26, 2021
Name:	Rajeev V. Date		
By:	<u>/s/ Glinda Bridgforth Hodges</u>	Director	February 26, 2021
Name:	Glinda Bridgforth Hodges		
By:	<u>/s/ Saturnino Fanlo</u>	Director	February 26, 2021
Name:	Saturnino Fanlo		
By:	<u>/s/ Jeffrey B. Osher</u>	Director	February 26, 2021
Name:	Jeffrey B. Osher		
By:	<u>/s/ Ellen Richey</u>	Director	February 26, 2021
Name:	Ellen Richey		
By:	<u>/s/ George T. Shaheen</u>	Director	February 26, 2021
Name:	George T. Shaheen		

Certain confidential information (indicated by [\*\*\*]) has been omitted from this exhibit because it is both (i) not material and (ii) and the type that the registrant treats as private or confidential.



May 6, 2020

**By Electronic Mail**

Mr. Daniel Eckert

Dear Daniel:

This letter agreement (this “**Employment Agreement**”) sets forth the terms of your employment with Green Dot Corporation (the “**Company**” or “**us**”) as the Company’s Executive Vice President, Chief Product, Strategy and Development Officer (“**CPO**” or “**you**”). Your service with the Company will be subject to the terms and conditions of this Employment Agreement and shall be effective as of May 6, 2020 (the “**Effective Date**”), and shall end on the fifth anniversary of the Effective Date, subject to the provisions of Section 8 below.

1. **Reporting: Place of Employment: Relocation.**

(a) Effective as of the Effective Date, you will report to the Chief Executive Officer of the Company. Unless otherwise mutually agreed by you and the Company, you will be required to relocate your primary residence to the Southern California area no later than August 31, 2021 (the “**Relocation Deadline**”) (unless otherwise prohibited or inadvisable due to COVID-19 related travel restrictions or other force majeure). While your place of employment will initially be the Company’s offices in Bentonville, Arkansas, you will be expected to work at the Company’s Pasadena, California offices at least two weeks a month (unless otherwise prohibited or inadvisable due to COVID-19 related travel restrictions or other force majeure), beginning in June 2020 or such other date that is mutually agreed upon between you and the Company (the “**California Start Date**”) until the Effective Relocation Date (as defined below) (such period of time from the California Start Date until the Effective Relocation Date, the “**Transition Period**”). Immediately following your Effective Relocation Date, the Company’s Pasadena, California offices shall be your primary place of employment.

(b) During the Transition Period, the Company will provide you with reasonable reimbursement of (i) travel expenses, including round trip travel expenses between your current home and the Southern California area, (ii) temporary housing expenses in the Southern California area, and (iii) car rental expenses (collectively referred to as “**Transition Period Reimbursements**”).

(c) You may choose to relocate to the Southern California area at any time prior to the Relocation Deadline. The effective date of your relocation for purposes of this offer letter is the date that your primary residence ceases to be in Bentonville, Arkansas and becomes a location in the Southern California area (regardless of whether that location is a rental property or a home that you purchase) (such date, the “**Effective Relocation Date**”). So long as you relocate to the Southern California area by the Relocation Deadline, and subject to your not resigning your employment without Good Reason prior to the Effective Relocation Date, we will reimburse your reasonable Moving Expenses. “**Moving Expenses**” consist of the actual cost of moving your family and household goods to the Southern California area (excluding for the avoidance of doubt any home sale losses). If and only to the extent the Transition Period Reimbursements and Moving Expenses would be considered W-2 income, such reimbursements will be grossed up to offset any and all taxes on such reimbursements, using a marginal tax rate mutually agreed on by you and the Company in good faith.



(d) You must submit a request for reimbursement to the Company with appropriate documentation substantiating the expense within thirty (30) days of incurring the expense and such reimbursement shall be made to you, less any applicable tax withholdings (subject to the last sentence of Section 1(c) above), within thirty (30) days of the date you submit your valid reimbursement request with the documentation necessary to substantiate the expense.

2. **Base Salary.** As of the Effective Date, your annual base salary (your “**Base Salary**”) will be equal to \$625,000 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 compensation committee (the “**Compensation Committee**”) of the Board of Directors of the Company (the “**Board**”).

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**”), which will be based upon your and the Company’s achievement of pre-established performance metrics and deliverables. Depending on the Company’s achievement of metrics, 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; *except* (i) your bonus under the Bonus Plan for 2020 will be calculated based on the greater of achievement of the applicable performance goals for such year and Target Bonus, prorated for the number of days during 2020 that you are employed as CPO under this Employment Agreement, relative to 366 days, and (ii) 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) **Inducement Awards.** Subject to the approval of the Compensation Committee, on the Effective Date you will be awarded the following “new-hire” inducement grants (“**Inducement Awards**”):

(i) Performance stock options (“**PSOs**”) covering 750,000 shares of Company common stock and a per share exercise price equal to Fair Market Value (as such term is defined in the Company’s 2010 Equity Incentive Plan) (the “**Stock Plan**”). These PSOs will be granted in three equal tranches, with each tranche becoming vested and exercisable subject to the achievement of both a service-vesting requirement and performance-vesting requirement, each as set forth in Appendix 1 hereto. These PSOs will otherwise be subject to the same terms and conditions as a grant of nonqualified stock options granted under the Stock Plan, except as otherwise provided in Section 10 below. The PSOs will expire, whether or not vested, on the seventh (7<sup>th</sup>) anniversary of the date of grant.

(ii) Restricted stock units covering shares of Company common stock having a total grant date value equal to \$3,000,000, of which:

(A) Sixty percent (60%) will vest subject to (I) the Company’s achievement of performance targets to be mutually agreed on by you and the Compensation Committee within 30 days of the Effective Date, after consulting with the Company’s Chief Executive Officer (“**PSUs**”) and (II) your continued

employment hereunder through such date, at which time twenty-five percent (25%) of such PSUs will become immediately vested and settled, and the remaining seventy-five percent (75%) of such PSUs will become immediately vested and settled in equal annual installments on each of the three anniversaries thereafter, subject to your continued employment hereunder through each such anniversary date (but if the applicable targets are not achieved, all PSUs will immediately terminate without payment on the first anniversary of the Effective Date; and

(B) the remaining forty percent (40%) will vest in equal annual installments on each of the three anniversaries of the Effective Date (the “**RSUs**”), subject to your continued employment hereunder through each such anniversary date.

The PSUs and RSUs will otherwise be subject to the same terms and conditions as a grant of restricted stock units granted under the Stock Plan, except as otherwise provided in Section 10 below.

(iii) **Annual Equity Awards.** Beginning in 2021, 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 (taking into account your total target direct compensation opportunities and the ratio of your total target cash compensation to total target equity compensation relative to the Chief Executive Officer) competitive with those annual equity awards received by other similarly situated roles at 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 eligible to accrue four (4) weeks of vacation per year, subject to the Company’s vacation policy. In addition, the Company shall pay all reasonable legal fees and expenses that you incur in connection with reviewing and executing this Employment Agreement and agreements referenced herein.

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 to be entered into by and between you and the Company, substantially in the form of that entered into by and between the Company and other senior executives of the Company. You will also be covered under 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 Employment Agreement, the Inducement Grant award agreements or the Company’s 2010 Equity Incentive Plan and awards granted 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.** You and the Company agree that you will be employed as CPO under the terms of this Employment Agreement from the Effective Date until the fifth anniversary thereof (the “**Initial Term**”), which Term shall be automatically extended for one additional year on such anniversary and on each subsequent anniversary (the Initial Term, and any

extension thereof, as applicable, “**Term**”), unless either party provides advance written notice of such intention not to renew at least thirty (30) days prior to the applicable anniversary. terminated earlier in accordance with Sections 9 and 10 below. For the avoidance of doubt, the Company’s decision to not renew the Term of this Employment Agreement will be deemed a termination without Cause (as defined in Section 9(b)(i) below). Notwithstanding the foregoing, your employment with the Company is “at-will.” This means 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 relationship at any time, with or without cause or notice (except as otherwise provided in Section 9(b)(i) below). Any change to your at-will employment relationship with the Company must be by a specific, written agreement signed by you and the Company.

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 the vesting of your outstanding equity awards, including without limitation the PSOs, shall terminate and vesting shall cease.

(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-or ten- 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 CPO of the Company (including, after a Corporate Transaction, your ceasing to remain the CPO of the Company (or its successor in any such event)); (ii) the material reduction in your annual rate of Base Salary; (iii) the relocation of your primary work location from the Pasadena, CA-metropolitan area to a location that is more than fifty (50) miles from such area (excluding your work in Bentonville, Arkansas prior to the Effective Relocation Date); or (iv) any material breach of any material term of this Employment Agreement by the Company; provided, however, that with respect to each of the foregoing, (x) you must within 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 30 days following delivery of such notice, and (z) provided that the Company has failed to cure any of the foregoing

within such 30-day cure period, you must terminate your employment within 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 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 “**CPO Termination Date**”), then this Employment Agreement will terminate and you will only be entitled to the payments and benefits set forth below.

(a) Upon the CPO 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 prior to the CPO Termination Date that you have not yet received as of the CPO 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 CPO 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 CPO Termination Date, relative 365 days;

(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) The following equity award benefits: (A) acceleration of the service vesting of then outstanding PSOs (if any) that otherwise would have become service-vested over the twelve (12) months following the CPO Termination Date, with any such PSOs continuing to be eligible to become vested subject to achievement of any applicable Stock Price Hurdles prior to the first anniversary of such CPO Termination Date and the continued ability to exercise the PSOs until the second anniversary of the CPO Termination Date, (B) subject to any then outstanding PSUs becoming vested based on achievement of the applicable performance targets on or prior to the first anniversary of the Effective Date, acceleration of the service vesting of such PSUs that otherwise would have become service-vested over the twelve (12) months following the CPO Termination Date, based on vesting in equal monthly installments, not equal annual installments, for such PSUs, and (C) acceleration of the service vesting of then outstanding RSUs (if any) that

otherwise would have become service-vested over the twelve (12) months following the CPO Termination Date, based on vesting in equal monthly installments, not equal annual installments, for such RSUs. Notwithstanding the foregoing, if such termination of employment occurs during a Corporate Transaction Period: (x) on the Corporate Transaction, if the performance target applicable to the PSUs has not yet been achieved, such PSUs shall become vested based on the greater of target or actual performance (as the same shall be determined as of immediately prior to the Corporate Transaction), (y) on the later of the CPO Termination Date or the Corporate Transaction, the service-vesting of any the outstanding PSOs, PSUs and RSUs shall be fully and immediately accelerated and (z) the PSOs shall continue to be exercisable until the second anniversary of the CPO Termination Date.

(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 60th day following the date of your CPO Termination Date, and if not, you will forfeit any right to payments or benefits under this Employment 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 CPO Termination Date. Subject to the foregoing and Section 19, all payments referenced in Section 10(b)(i), (ii) and (iii) and any PSUs and RSUs that vest pursuant to 10(b)(v) shall be paid in a lump sum or settled on the eighth (8<sup>th</sup>) day following the CPO Termination Date or the date the Release becomes effective, whichever is later; provided however, that no PSUs that accelerate due to a qualifying termination that occurs outside of the Corporate Transaction Period will be settled until the Compensation Committee certifies the achievement of the applicable performance targets, and provided further, that all such payments and PSU and RSUs shall be paid or settled no later than March 15 of the calendar year following your CPO 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 execute and be bound by the Company’s Employee Inventions and Confidentiality Agreement (the “**Employee Inventions and Confidentiality Agreement**”) in the form attached hereto as Exhibit B.

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 and you may continue to serve as a senior advisor to Commerce Ventures, so long as such service, in each case, 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 Employment 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. In connection with the foregoing, you hereby represent and

warrant that nothing prevents you from fulfilling your duties and responsibilities as CPO of the Company.

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 Employment 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 Employment 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 Employment 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 Employment 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 Chief Executive Officer and the Company's General Counsel.

17. **Entire Agreement.** This Employment Agreement, the Inducement Grant agreement and other 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 Employment 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 Employment 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.

19. **Section 409A.** To the extent (a) any payments to which you become entitled under this Employment 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 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 Employment 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 letter are subject to the provisions of Section 409A of the Internal Revenue Code, any such reimbursements payable pursuant to this letter 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 Employment 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 Employment 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 Employment Agreement (or referenced in this Employment 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 Employment Agreement may be subject to Section 409A, the Company will work in good faith with you to adopt such amendments to this Employment 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 Employment Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced and governed by and under the laws of the State of California (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. Nothing in this Arbitration and Class Action Waiver section, however, restricts your right, if any, to file in court a representative action under California Labor Code Sections 2698, et seq.

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 Employment 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 Los Angeles County, California 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 Employment 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 Employment 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.

**[Remainder of page intentionally blank.]**

### Appendix I

The PSOs will become vested subject to the following requirements:

- (a) **Performance-vesting requirement:** The PSOs shall satisfy the performance-vesting requirement to the extent that the Company's closing stock price over any twenty (20) consecutive trading day period occurring prior to the fifth anniversary of the Effective Date is equal to or exceeds the applicable Stock Price Hurdle, during which the applicable Stock Price Hurdle of each such tranche is achieved, as follows:

<b>Tranche</b>	<b>Stock Price Hurdle</b>
Tranche 1: 33 1/3% of PSOs	[\$***]
Tranche 2: 33 1/3% of PSOs	[\$***]
Tranche 3: 33 1/3% of PSOs	[\$***]

- (b) **Service-vesting requirement:** The PSOs shall satisfy the performance-vesting requirement to the extent you remain employed with the Company as CPO or are otherwise engaged as a service provider (within the meaning of Section 409A of the Code) to the Company through each of the applicable dates, as follows: (i) the first one-third (33%) of each Tranche of the PSOs shall become service-vested upon the first anniversary of the Effective Date and (ii) the remaining two-thirds (66%) of each Tranche of the PSOs shall become service-vested in twenty-four (24) equal installments at the end of each calendar month occurring after such first anniversary.

**[SIGNATURE PAGE TO EMPLOYMENT AGREEMENT FOLLOWS]**

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

Sincerely,

/s/ Dan Henry  
Dan Henry  
Chief Executive Officer

ACCEPTANCE:

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

SIGNATURE:     /s/Daniel Eckert  
                          Daniel Eckert

DATE:             5/6/2020

[SIGNATURE PAGE TO EMPLOYMENT AGREEMENT]

**Exhibit A**

**GENERAL RELEASE OF CLAIMS**

This General Release of Claims (the “**Release**”) is entered into as of [ ], by and between Daniel Eckert (“**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 [ ], 2020 (the “**Employment Agreement**”).

WHEREAS, you have been providing services to the Company as its Chief Product, Strategy & Development 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*”) from any and all claims, causes of action, and liabilities up through the date of your execution of this Release. 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 California Fair Employment and Housing Act (if applicable); the provisions of the California Labor Code (if applicable); the Equal Pay Act of 1963; and any similar law of any other state or governmental entity. You further waive any rights under Section 1542 of the Civil Code of the State of California or any similar state statute. Section 1542 states:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

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. 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 California Labor Code section 2802 or other 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 California Department of Fair Employment and Housing, 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 California.

3. 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.

4. 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 during the Consulting Period, any company-provided cell phone or laptop in order to provide 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.

5. 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.

6. 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).

7. 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.

8. 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.

9. 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 employment 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 at such time after the Effective Date.

10. 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 California, and will in all respects be interpreted, enforced and governed by and under the laws of the State of California (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:

Daniel Eckert

**[SIGNATURE PAGE TO GENERAL RELEASE OF CLAIMS]**



July 8, 2020

**Via Email**

Kuan Archer

Re: Terms of Separation of Employment

Dear Kuan:

This letter confirms the agreement (“**Agreement**”) between you and Green Dot Corporation (the “**Company**,” and together with you, the “**Parties**”) concerning the terms of your separation from employment. By signing this Agreement, you will receive certain benefits to which you would not otherwise be entitled in exchange for releasing certain claims as provided herein.

If you agree to the terms outlined herein, please sign and return this Agreement in the next 45 days.

1. Separation from Employment: Your last day of employment with the Company will be July 8, 2020 (the “**Separation Date**”). On the Separation Date, the Company will pay you for all final wages, salary, bonuses, commissions, reimbursable expenses, accrued vacation and any similar payments due you from the Company as of the Separation Date. By signing below, you acknowledge that the Company does not owe you any past due amounts, and that you are not owed anything further from the Company except as stated in this Agreement.

2. Release Consideration: In exchange for your agreement to the general release and waiver of claims and covenant not to sue set forth below, and in exchange for your other promises herein, no more than ten (10) business days following the Effective Date (as defined below) of this Agreement, the Company agrees to provide you with the Severance Pay and COBRA Benefit identified on **Exhibit A** hereto.

By signing below, you acknowledge that you are receiving the Severance Pay and COBRA Benefit in exchange for signing this Agreement, and that you would not otherwise be entitled to such amounts.

3. Return of Company Property: You hereby acknowledge and agree that, as a condition of your receipt of the Severance Pay and COBRA Benefit shown on **Exhibit A**, you will return to the Company all property or data of the Company of any type whatsoever that is in your possession or control. To the extent you have left personal items on Company’s premises, the Company will arrange for the return of such items upon the resumption of normal business operations.

4. Proprietary Information: You hereby acknowledge that as a result of your employment with the Company you have had access to the Company’s Proprietary Information (as defined in the Employee Inventions and Confidentiality Agreement), that you will hold all Proprietary Information in strictest confidence, and that you will not make use of such

Proprietary Information on behalf of anyone. In addition, you acknowledge that you will remain bound by the surviving provisions of the Employee Inventions and Confidentiality Agreement between you and the Company. You further confirm that you will deliver to the Company, no later than the Effective Date, all documents and data of any nature containing or pertaining to such Proprietary Information and that you will not keep any such documents or data or any reproduction thereof.

5. General Release and Waiver of Claims:

a. To the fullest extent permitted by law, you hereby release and waive any claims you may have against the Company and its current, former and future owners, agents, officers, shareholders, employees, directors, board members, attorneys, subscribers, subsidiaries, affiliates, successors and assigns (collectively “**Releasees**”), whether known or not known, including, without limitation, any employment-related claims. By way of example, but not limitation, the released claims include: claims of unlawful discharge, breach of contract, breach of the covenant of good faith and fair dealing, fraud, promissory estoppel, detrimental reliance, misrepresentation, violation of public policy, defamation, physical injury (except for injuries compensable under workers’ compensation laws), or emotional distress; claims for additional compensation or benefits arising out of your employment, your separation of employment or your offer letter with the Company; claims under the Sarbanes-Oxley Act of 2002, the Dodd-Frank Wall Street Reform and Consumer Protection Act; claims under California Labor Code § 1102.5 and any other laws and/or regulations relating to whistleblowing or retaliation; claims under California Labor Code § 970; and claims under Title VII of the 1964 Civil Rights Act, as amended, the California Fair Employment and Housing Act, and any other laws and/or regulations relating to employment or employment discrimination, harassment or retaliation, including, without limitation, claims based on disability under the Americans with Disabilities Act or comparable laws, claims based on age or under the Age Discrimination in Employment Act, Older Workers Benefit Protection Act or other laws, and claims based on race, gender, sexual orientation, or any other protected status. Further, you acknowledge and agree that the payments and promises set forth in this Agreement are in full satisfaction of all disputed claims with respect to accrued salary, vacation pay, bonus and commission pay, profit-sharing, stock, stock options or other ownership interest in the Company, termination benefits or other compensation to which you may be entitled by virtue of your employment with the Company or your separation from the Company. Also released are claims under the federal Worker Adjustment and Retraining Notification Act and any similar state or local laws (the application of which the Company does not concede); you acknowledge that the Severance Pay and COBRA Benefit shown on **Exhibit A** exceed the pay and benefits that would have been provided to you over the next sixty days of your employment.

b. By signing below, you expressly waive any benefits of Section 1542 of the Civil Code of the State of California, which provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND

THAT IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

c. You and the Company do not intend to release claims that you may not release as a matter of law, or any claims for enforcement of this Agreement. Further, this Agreement does not release claims or rights that arise based on future acts after the date on which this Agreement is signed. To the fullest extent permitted by law, any dispute regarding the scope of this general release shall be determined by an arbitrator under the procedures set forth in the arbitration clause below.

6. Covenant Not to Sue:

a. To the fullest extent permitted by law, at no time subsequent to the execution of this Agreement will you pursue, or cause or knowingly permit the prosecution, in any state, federal or foreign court, or before any local, state, federal or foreign administrative agency, or any other tribunal, of any charge, claim or action of any kind, nature or character whatsoever, known or unknown, which you may now have, have ever had, or may in the future have against Releasees, which is based in whole or in part on any matter released by this Agreement.

b. Nothing in this section shall prohibit or impair you or the Company from complying with all applicable laws, nor shall this Agreement be construed to obligate either party to commit (or aid or abet in the commission of) any unlawful act.

c. Nothing in this section shall prohibit you from challenging, without penalty, the validity of your waiver of rights under the Age Discrimination in Employment Act.

7. Nondisparagement: 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 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.

8. Protected Rights: You understand that nothing in Sections 5, 6 and 7 above, or otherwise in this Agreement, limits your ability to file a charge or complaint with the Equal Employment Opportunity Commission, the National Labor Relations Board, the Occupational Safety and Health Administration, the Securities and Exchange Commission or any other federal, state or local government agency or commission (“**Government Agencies**”); however, you may not personally seek reinstatement, damages, remedies or other individual relief in connection with any claim you have released, or any right you have waived. You further understand that this

Agreement does not limit your ability to communicate with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to the Company. This Agreement does not limit your right to receive an award for information provided to any Government Agencies.

9. **Cooperation:** You agree to cooperate fully with the Company concerning any investigative or litigation matters, government investigations or government proceedings that may arise and about which you may have relevant information.

10. **Section 409A Savings Clause:** Notwithstanding anything to the contrary, this Agreement shall be interpreted and administered in a manner so that any amount or benefit payable hereunder shall be paid or provided in a manner that is either exempt from or compliant with the requirements of Section 409A of the U.S. Internal Revenue Code of 1986, as amended (the "**Code**") and applicable regulations thereunder. To the extent that any provision of this Agreement is ambiguous as to its compliance with Section 409A of the Code, the provision will be read in such a manner so that all payments hereunder comply with Section 409A of the Code.

11. **Arbitration:** Except for any claim which is required by law to be brought before an administrative agency, and any claim for injunctive relief arising out of a breach of a party's obligations to protect the other's proprietary information, the Parties agree to arbitrate, through JAMS pursuant to its Employment Arbitration Rules & Procedures ([www.jamsadr.com/rules-employment-arbitration/](http://www.jamsadr.com/rules-employment-arbitration/)), any and all disputes or claims arising out of or related to your employment or the separation thereof, or the validity, enforceability, interpretation, performance or breach of this Agreement, whether sounding in tort, contract, statutory violation or otherwise. Such arbitration shall be conducted in the State and County in which your employment with the Company was based. Any arbitration shall be initiated by a written demand submitted to JAMS in accordance with its rules for commencing an arbitration. The arbitrator's decision shall be final, binding, and conclusive. The parties further agree that this Agreement is intended to be strictly construed to provide for arbitration as the sole and exclusive means for resolution of all disputes hereunder to the fullest extent permitted by law. The parties expressly waive any entitlement to have such controversies decided by a court.

12. **Attorneys' Fees:** With the exception of any claim concerning the validity of your waiver of rights under the Age Discrimination in Employment Act, if any action is brought to enforce the terms of this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees, costs and expenses from the other party, in addition to any other relief to which the prevailing party may be entitled.

13. **Confidentiality:** The contents, terms and conditions of this Agreement must be kept confidential by you and may not be disclosed except to your immediate family, accountant or attorneys or pursuant to subpoena or court order. You agree that if you are asked for information concerning this Agreement, you will state only that you and the Company reached an amicable resolution of any disputes concerning your separation from the Company. Any breach of this confidentiality provision shall be deemed a material breach of this Agreement, but disclosures required by law (including in legal proceedings), disclosures made to government agencies,

disclosures to your spouse, and disclosures to your attorney or tax advisor will not be deemed to violate this Agreement.

14. No Admission of Liability: This Agreement is not and shall not be construed or contended by you to be an admission or evidence of any wrongdoing or liability on the part of Releasees, their representatives, heirs, executors, attorneys, agents, partners, officers, shareholders, directors, employees, subsidiaries, affiliates, divisions, successors or assigns. This Agreement shall be afforded the maximum protection allowable under Rule 408 of the Federal Rules of Evidence and any comparable state rule.

15. Complete and Voluntary Agreement: This Agreement constitutes the entire agreement between you and Releasees with respect to the subject matter hereof and supersedes all prior negotiations and agreements, whether written or oral, relating to such subject matter; provided, however, nothing herein releases your surviving obligations under the Employee Inventions and Confidentiality Agreement. You acknowledge that none of the Releasees or any of their agents or attorneys have made any promise, representation or warranty whatsoever, either express or implied, written or oral, which is not contained in this Agreement for the purpose of inducing you to execute the Agreement, and you acknowledge that you have executed this Agreement in reliance only upon such promises, representations and warranties as are contained herein, and that you are executing this Agreement voluntarily, free of any duress or coercion. You also represent and warrant that you have not assigned or transferred any claim or right released by this Agreement.

16. Severability: The provisions of this Agreement are severable, and if any part of it is found to be invalid or unenforceable, the other parts shall remain fully valid and enforceable. Specifically, should a court, arbitrator, or government agency conclude that a particular claim may not be released as a matter of law, it is the intention of the parties that the general release, the waiver of unknown claims and the covenant not to sue above shall otherwise remain effective to release any and all other claims.

17. Modification; Counterparts; Facsimile/PDF Signatures: It is expressly agreed that this Agreement may not be altered, amended, modified, or otherwise changed in any respect except by another written agreement that specifically refers to this Agreement, executed by authorized representatives of each of the parties to this Agreement. This Agreement may be executed in any number of counterparts, all of which together shall constitute one and the same instrument. This Agreement may be executed via electronic signature, which shall be deemed an original signature for all purposes. Any copy of an original signature (whether written or electronic) shall be equally admissible in any legal proceeding as if an original.

18. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California.

19. Review of Separation Agreement; Expiration of Offer: You may take up to 45 days to consider this Agreement before signing it, and you are hereby advised to consult with an attorney prior to signing this Agreement. This offer will automatically expire if not accepted by you within the 45-day review period. You may revoke this Agreement within seven days after

signing it. For revocation to be valid, a written notice of revocation must be received by Jason Bibelheimer on or before the seventh day following your execution of this Agreement. The consideration to be provided to you pursuant to Section 2 will be provided only after the revocation period has expired, without this Agreement having been revoked by you. By signing this Agreement, you acknowledge receipt of **Exhibit B** hereto, which is a list of the job titles and ages of all Company employees who are eligible and ineligible for severance benefits in connection with the reduction in force, along with the criteria used for determining such eligibility.

20. Effective Date: This Agreement is effective on the eighth (8th) day after you sign it provided you have not revoked the Agreement as of that time, and that you have returned a signed copy of this Agreement to the Company (the "**Effective Date**").

\*\*\*\*\*

To accept the terms of this Agreement, please sign this letter below return it to me within the timeframe noted above. I wish you the best in your future endeavors.

Sincerely,

GREEN DOT CORPORATION

By: /s/ Jason Bibelheimer

Jason Bibelheimer, CHRO

**READ, UNDERSTOOD AND AGREED:**

/s/ Kuan Archer

Kuan Archer

Date: 7/8/2020



**EXHIBIT A**

**Schedule of Consideration for Release**

By signing and not revoking the foregoing Agreement, you are eligible for the following payments and benefits:

Severance Pay	\$237,500.00, which is equivalent to 26 weeks of your current base pay.
COBRA Benefit	\$15,389.34 which represents the equivalent of 7 months' payment for health care continuation costs under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA").
<b>TOTAL</b>	<b>\$252,889.34</b>

**Severance Pay:** The Severance Pay shall be issued within ten (10) business days following the Effective Date.

**COBRA Benefit:** The COBRA benefit shall be paid as a lump sum within ten (10) business days following the Effective Date. You understand that you remain responsible for working with Green Dot's outside benefits administrator to elect COBRA benefits, and must timely do so in order to be eligible for benefits continuation under COBRA. A COBRA election form and enrollment package will be mailed to your home address approximately two weeks after the end of the month in which your Separation Date occurs. Enrollment is not automatic. You understand that you must apply for COBRA benefits within sixty (60) days after the Separation Date or the date of your notification letter, whichever is later, or you will forfeit your right to COBRA coverage.

**All payments reflected above are gross, and shall be subject to deductions required by law.**

## Subsidiaries Of Green Dot Corporation

Subsidiary	State or Other Jurisdiction of Formation
AccountNow, LLC	Delaware
AccountNow Services, Inc.	Delaware
Ready Financial Group, Inc.	Idaho
nFinanSe Payments Inc.	Nevada
Achieve Financial Services, LLC	Delaware
Green Dot Bank	Utah
Green Dot (Shanghai) Software Technology Co., Ltd.	People's Republic of China
Insight Card Services, LLC	Alabama
SBBT Holdings, LLC	Delaware
Santa Barbara Tax Products Group, LLC	Delaware
SD Financial Services, LLC	Delaware
UniRush, LLC	Delaware

**Consent of Independent Registered Public Accounting Firm**

We consent to the incorporation by reference in the following Registration Statements:

- (1) Registration Statement (Form S-3 No. 333-200905) of Green Dot Corporation, and
- (2) Registration Statements (Form S-8 No. 333-168283, No. 333-181326, No. 333-188495, No. 333-196972, No. 333-220185, No. 333-237549, No. 333-238176, and No. 333-241087) pertaining to various equity award plans of Green Dot Corporation

of our reports dated February 26, 2021, with respect to the consolidated financial statements of Green Dot Corporation, and the effectiveness of internal control over financial reporting of Green Dot Corporation, included in this Annual Report (Form 10-K) of Green Dot Corporation for the year ended December 31, 2020.

/s/ Ernst & Young LLP

Los Angeles, California

February 26, 2021





**CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER  
PURSUANT TO 18 U.S.C. SECTION 1350  
AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

I, Dan Henry, do hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

- the Annual Report on Form 10-K of Green Dot Corporation for the year ended December 31, 2020, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
- the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of Green Dot Corporation.

Date: February 26, 2021

By: /s/ Dan Henry

Name: Dan Henry  
President and Chief Executive Officer

