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

FORM 10-Q

(Mark One)

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

For the quarterly period ended March 31, 2025

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: 001-40465

Marqeta, Inc.
(Exact name of registrant as specified in its charter)

Delaware	**27-4306690**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification Number)
180 Grand Avenue, 6th Floor, Oakland, California	**94612**
(Address of principal executive offices)	(Zip Code)

(510) 671-5437
(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, $0.0001 par value per share	**MQ**	**The Nasdaq Stock Market LLC (Nasdaq Global Select Market)**

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 (the "Exchange Act") 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 is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

As of April 30, 2025, there were 434,975,915 shares of the registrant's Class A common stock, par value $0.0001 per share, outstanding and 33,293,141 shares of the registrant's Class B common stock, par value $0.0001 per share, outstanding.

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Note About Forward-Looking Statements

This Quarterly Report on Form 10-Q contains forward-looking statements within the meaning of the federal securities laws, which are statements that involve substantial risks and uncertainties. Forward-looking statements generally relate to future events or our future financial or operating performance. In some cases, you can identify forward-looking statements because they contain words such as "may," "will," "shall," "should," "expects," "plans," "anticipates," "could," "intends," "target," "projects," "contemplates," "believes," "estimates," "predicts," "potential," or "continue" or the negative of these words or other similar terms or expressions that concern our expectations, strategy, plans or intentions. Forward-looking statements contained in this Quarterly Report on Form 10-Q include, but are not limited to, statements about:

- *uncertainties related to U.S. and global economies and the effect on our business, results of operations, and financial condition;*
- *our future financial performance and any fluctuations in such performance, including our net revenue, costs of revenue, gross profit, and operating expenses, and our ability to achieve future profitability;*
- *our ability to scale new products and services, such as our credit card platform;*
- *our ability to effectively manage or sustain our growth and expand our operations;*
- *our ability to enhance our platform and services and develop and expand our capabilities;*
- *our ability to further attract, retain, diversify, and expand our customer base;*
- *our ability to maintain our relationships with Issuing Banks, Card Networks, and the other third parties with which we work;*
- *our strategies, plans, objectives, and goals;*
- *our plans to expand internationally;*
- *past and future acquisitions, investments, and other strategic investments;*
- *our ability to compete in existing and new markets and offerings;*
- *our estimated market opportunity;*
- *economic and industry trends, projected growth, or trend analysis;*
- *the impact of political, social, and/or economic instability or military conflict;*
- *our ability to develop and protect our brand;*
- *developments in laws and regulations and our ability to comply with laws and regulations;*
- *our ability to successfully defend litigation brought against us;*
- *our ability to attract and retain qualified employees and key personnel;*
- *our ability to repurchase shares under authorized share repurchase programs and receive expected financial benefits; and*
- *our ability to maintain effective disclosure controls and internal controls over financial reporting.*

We caution you that the foregoing list may not contain all of the forward-looking statements made in this Quarterly Report on Form 10-Q. You should not rely upon forward-looking statements as predictions of future events. We have based the forward-looking statements contained in this Quarterly Report on Form 10-Q primarily on our current expectations and projections about future events and trends that we believe may affect our business, results of operations, financial condition, and prospects. The outcome of the events described in these forward-looking statements is subject to risks, uncertainties, and other factors described or incorporated by reference in the section titled "Risk Factors" and elsewhere in this Quarterly Report on Form 10-Q and in our most recently filed Annual Report on Form 10-K for the fiscal year ended December 31, 2024 (the "2024 Annual Report"). Moreover, we operate in a very competitive and rapidly changing environment. New risks and uncertainties emerge from time to time, and it is not possible for us to predict all risks and uncertainties that could have an impact on the forward-looking statements contained in this Quarterly Report on Form 10-Q. The results, events, and circumstances reflected in the forward-looking statements may not be achieved or occur, and actual results, events, or circumstances could differ materially from those described in the forward-looking statements. The forward-looking statements made in this Quarterly Report on Form 10-Q relate only to events as of the date on which the statements are made. We undertake no obligation to update any forward-looking statements made in this Quarterly Report on Form 10-Q to reflect events or circumstances after the date of this Quarterly Report on Form 10-Q or to reflect new information or the occurrence of unanticipated events, except as required by law. Unless otherwise indicated or unless the context requires otherwise, all references in this document to "Marqeta", the "Company", the "Registrant," "we", "us", "our", or similar references are to Marqeta, Inc. Capitalized terms used and not defined above are defined elsewhere within this Quarterly Report on Form 10-Q.

PART I - Financial Information

Item 1. Financial Statements

Marqeta, Inc.
Condensed Consolidated Balance Sheets
(in thousands, except per share amounts)
(unaudited)

	March 31, 2025	December 31, 2024
Assets		
Current assets:		
Cash and cash equivalents	$ 830,897	$ 923,016
Restricted cash	8,500	8,500
Short-term investments	157,540	179,409
Accounts receivable, net	28,429	29,988
Settlements receivable, net	14,408	16,203
Network incentives receivable	64,940	66,776
Prepaid expenses and other current assets	29,943	25,405
Total current assets	1,134,657	1,249,297
Operating lease right-of-use assets, net	2,177	2,712
Property and equipment, net	42,580	37,523
Intangible assets, net	28,310	29,774
Goodwill	123,523	123,523
Other assets	18,380	20,375
Total assets	$ 1,349,627	$ 1,463,204
Liabilities and stockholders' equity		
Current liabilities:		
Accounts payable	$ 1,550	$ 527
Revenue share payable	209,415	193,399
Accrued expenses and other current liabilities	146,008	177,059
Total current liabilities	356,973	370,985
Operating lease liabilities, net of current portion	26	870
Other liabilities	5,368	6,331
Total liabilities	362,367	378,186
Commitments and contingencies (Note 9)		
Stockholders' equity:		
Preferred stock, $0.0001 par value; 100,000 and 100,000 shares authorized, no shares issued and outstanding as of March 31, 2025 and December 31, 2024, respectively	—	—
Common stock, $0.0001 par value: 1,500,000 and 1,500,000 Class A shares authorized, 447,683 and 470,824 shares issued and outstanding as of March 31, 2025 and December 31, 2024, respectively. 600,000 and 600,000 Class B shares authorized, 33,295 and 33,472 shares issued and outstanding as of March 31, 2025 and December 31, 2024, respectively	48	50
Additional paid-in capital	1,793,656	1,883,190
Accumulated other comprehensive loss	(276)	(314)
Accumulated deficit	(806,168)	(797,908)
Total stockholders' equity	987,260	1,085,018
Total liabilities and stockholders' equity	$ 1,349,627	$ 1,463,204

See accompanying notes to Condensed Consolidated Financial Statements.

Marqeta, Inc.
Condensed Consolidated Statements of Operations and Comprehensive Loss
(in thousands, except per share amounts)
(unaudited)

	Three Months Ended March 31, 2025	Three Months Ended March 31, 2024
Net revenue	$ 139,073	$ 117,968
Costs of revenue	40,394	33,807
Gross profit	98,679	84,161
Operating expenses:		
Compensation and benefits	86,050	94,990
Technology	14,811	13,118
Professional services	5,695	3,870
Occupancy	917	1,094
Depreciation and amortization	5,331	3,537
Marketing and advertising	469	378
Other operating expenses	3,944	3,905
Executive chairman long-term performance award	—	13,121
Total operating expenses	117,217	134,013
Loss from operations	(18,538)	(49,852)
Other income, net	10,513	13,926
Loss before income tax expense	(8,025)	(35,926)
Income tax expense	235	134
Net loss	$ (8,260)	$ (36,060)
Other comprehensive income (loss), net of taxes:		
Change in foreign currency translation adjustment	126	(112)
Net change in unrealized loss on short-term investments	(88)	(1,474)
Net other comprehensive income (loss)	38	(1,586)
Comprehensive loss	$ (8,222)	$ (37,646)
Net loss per share attributable to Class A and Class B common stockholders		
Basic	$ (0.02)	$ (0.07)
Diluted	$ (0.02)	$ (0.07)
Weighted-average shares used in computing net loss per share attributable to Class A and Class B common stockholders		
Basic	501,222	517,987
Diluted	501,222	517,987

See accompanying notes to Condensed Consolidated Financial Statements.

Marqeta, Inc.
Condensed Consolidated Statements of Stockholders' Equity
(in thousands)
(unaudited)

	Common Stock										
	Shares		Amount		Additional Paid-in Capital		Accumulated Other Comprehensive loss		Accumulated Deficit		Total Stockholder's Equity
Balance as of December 31, 2024	504,296		50		1,883,190		(314)		(797,908)		1,085,018
Issuance of common stock upon exercise of options	380		—		1,444		—		—		1,444
Issuance of common stock upon net settlement of restricted stock units	2,527		—		(7,101)		—		—		(7,101)
Share-based compensation	—		—		28,437		—		—		28,437
Repurchase and retirement of common stock, including excise tax	(26,225)		(2)		(112,314)		—		—		(112,316)
Change in accumulated other comprehensive loss	—		—		—		38		—		38
Net loss	—		—		—		—		(8,260)		(8,260)
Balance as of March 31, 2025	480,978	$	48	$	1,793,656	$	(276)	$	(806,168)	$	987,260

	Common Stock										
	Shares		Amount		Additional Paid-in Capital		Accumulated Other Comprehensive Income (loss)		Accumulated Deficit		Total Stockholder's Equity
Balance as of December 31, 2023	520,343	$	52	$	2,067,776	$	762	$	(825,195)	$	1,243,395
Issuance of common stock upon exercise of options	98		—		49		—		—		49
Issuance of common stock upon net settlement of restricted stock units	2,806		—		(10,917)		—		—		(10,917)
Vesting of common stock warrants	—		—		2,100		—		—		2,100
Share-based compensation	—		—		33,393		—		—		33,393
Executive chairman long-term performance award	—		—		13,121		—		—		13,121
Repurchase and retirement of common stock, including excise tax	(5,238)		—		(32,830)		—		—		(32,830)
Change in accumulated other comprehensive income (loss)	—		—		—		(1,586)		—		(1,586)
Net loss	—		—		—		—		(36,060)		(36,060)
Balance as of March 31, 2024	518,009	$	52	$	2,072,692	$	(824)	$	(861,255)	$	1,210,665

Marqeta, Inc.
Condensed Consolidated Statements of Cash Flows
(in thousands)
(unaudited)

	Three Months Ended March 31,	
	2025	2024
Cash flows from operating activities:		
Net loss	$ (8,260)	$ (36,060)
Adjustments to reconcile net loss to net cash provided by operating activities:		
Depreciation and amortization	5,331	3,537
Share-based compensation expense	25,915	31,313
Executive chairman long-term performance award	—	13,121
Non-cash operating leases expense	535	674
Accretion of discount on short-term investments	(396)	(978)
Other	364	181
Changes in operating assets and liabilities:		
Accounts receivable	1,312	(4,271)
Settlements receivable	1,795	(6,589)
Network incentives receivable	1,836	(416)
Prepaid expenses and other assets	(2,543)	538
Accounts payable	1,023	115
Revenue share payable	16,016	16,219
Accrued expenses and other liabilities	(31,837)	(16,020)
Operating lease liabilities	(1,104)	(938)
Net cash provided by operating activities	9,987	426
Cash flows from investing activities:		
Purchases of property and equipment	(1,266)	(1,191)
Capitalization of internal-use software	(6,059)	(5,307)
Maturities of short-term investments	22,186	40,000
Net cash provided by investing activities	14,861	33,502
Cash flows from financing activities:		
Proceeds from exercise of stock options, including early exercised stock options, net of repurchase of early exercised unvested options	1,444	49
Taxes paid related to net share settlement of restricted stock units	(7,101)	(10,917)
Repurchase of common stock	(111,310)	(33,675)
Net cash used in financing activities	(116,967)	(44,543)
Net decrease in cash, cash equivalents, and restricted cash	(92,119)	(10,615)
Cash, cash equivalents, and restricted cash- Beginning of period	931,516	989,472
Cash, cash equivalents, and restricted cash - End of period	$ 839,397	$ 978,857

See accompanying notes to Condensed Consolidated Financial Statements.

Marqeta, Inc.
Condensed Consolidated Statements of Cash Flows
(in thousands)
(unaudited)

	Three Months Ended March 31, 2025	Three Months Ended March 31, 2024
Reconciliation of cash, cash equivalents, and restricted cash		
Cash and cash equivalents	$ 830,897	$ 970,357
Restricted cash	8,500	8,500
Total cash, cash equivalents, and restricted cash	$ 839,397	$ 978,857
Supplemental disclosures of non-cash investing and financing activities:		
Purchase of property and equipment accrued and not yet paid	$ 1,142	$ 2,982
Share-based compensation capitalized to internal-use software	$ 2,522	$ 2,080
Repurchase of common stock, including excise tax, accrued and not yet paid	$ 1,006	$ 146

See accompanying notes to Condensed Consolidated Financial Statements.

1. Business Overview and Basis of Presentation

Marqeta, Inc. (“the Company”) was incorporated in the state of Delaware in 2010 and creates digital payment technology for innovation leaders. The Company's modern card issuing platform empowers its customers to create customized and innovative payment card programs, giving them the configurability and flexibility to build better payment experiences.

The Company provides all of its customers issuer processor services and for most of its customers it also acts as a card program manager. The Company primarily earns revenue from processing card transactions for its customers.

Basis of Presentation

The accompanying unaudited Condensed Consolidated Financial Statements have been prepared in accordance with generally accepted accounting principles in the United States of America (“GAAP”) and the applicable rules and regulations of the Securities and Exchange Commission, (“SEC”), for interim reporting. Certain information and note disclosures included in the Company’s annual financial statements prepared in accordance with GAAP have been condensed or omitted pursuant to such rules and regulations. The Condensed Consolidated Balance Sheet as of December 31, 2024 has been derived from the Company’s audited consolidated financial statements, which are included in the Company’s Annual Report on Form 10-K for the fiscal year ended December 31, 2024, which was filed with the SEC on February 26, 2025. The accompanying Condensed Consolidated Financial Statements should be read in conjunction with the Company’s consolidated financial statements and notes thereto included in the Annual Report on Form 10-K.

The accompanying unaudited Condensed Consolidated Financial Statements include the accounts of the Company and its wholly-owned subsidiaries. All intercompany balances and transactions have been eliminated in consolidation. In the opinion of management, the accompanying Condensed Consolidated Financial Statements reflect all adjustments of a normal, recurring nature considered necessary for a fair presentation of the Company's consolidated financial position, results of operations, comprehensive loss, and cash flows for the interim periods presented. The interim results for the three months ended March 31, 2025 are not necessarily indicative of the results that may be expected for the year ending December 31, 2025, or for any other future annual or interim period.

Reclassifications

Prior period amounts related to our Executive Chairman Long-Term Performance Award have been reclassified to conform to the current period presentation.

Use of Estimates

The preparation of the financial statements in conformity with GAAP requires management to make various estimates and assumptions relating to reported amounts of assets and liabilities, disclosure of contingent liabilities, and reported amounts of revenue and expenses. Significant estimates and assumptions include, but are not limited to, the fair value and useful lives of assets acquired and liabilities assumed through business combinations, the estimation of contingent liabilities, the fair value of equity awards and warrants, share-based compensation, the estimation of variable consideration in contracts with customers, the reserve for contract contingencies and processing errors and valuation of income taxes. Actual results could differ materially from these estimates.

Business Risks and Uncertainties

The Company has incurred net losses each quarter since its inception with the exception of the quarter ended June 30, 2024. The Company had an accumulated deficit of $806.2 million as of March 31, 2025. The Company expects to incur net losses from operations for the foreseeable future as it incurs costs and expenses related to creating new products for customers, acquiring new customers, developing its brand, expanding into new geographies and continued development of the existing platform infrastructure. The Company believes that its cash and cash equivalents of $830.9 million and short-term investments of $157.5 million as of March 31, 2025 are sufficient to fund its operations through at least the next twelve months from the issuance of these financial statements.

2. Summary of Significant Accounting Policies

Significant Accounting Policies

There have been no material changes to our significant accounting policies from our Annual Report on Form 10-K for the fiscal year ended December 31, 2024.

Recent Accounting Pronouncements

In December 2023, the Financial Accounting Standards Board ("FASB") issued ASU 2023-09, "Income Taxes (Topic 740): Improvements to Income Tax Disclosures", which modifies the rules on income tax disclosures to require entities to disclose (1) specific categories in the rate reconciliation, (2) the income or loss from continuing operations before income tax expense or benefit (separated between domestic and foreign) and (3) income tax expense or benefit from continuing operations (separated by federal, state and foreign). ASU 2023-09 also requires entities to disclose their income tax payments to international, federal, state and local jurisdictions, among other changes. The guidance is effective for annual periods beginning after December 15, 2024. ASU 2023-09 should be applied on a prospective basis, but retrospective application is permitted. The Company is evaluating the effect of adopting the new disclosure requirements.

In November 2024, the FASB issued Accounting Standards Update No. 2024-03, "Income Statement—Reporting Comprehensive Income—Expense Disaggregation Disclosures" ("ASU 2024-03"). ASU 2024-03 is intended to improve disclosures about a public business entity's expenses and provide more detailed information to investors about the types of expenses in commonly presented expense captions. The amendments in this ASU are effective for the Company in fiscal 2027 on a retrospective basis, with early adoption permitted. The Company is currently evaluating the potential impact of this guidance on its disclosures.

3. Revenue

Disaggregation of Revenue

The following table provides information about disaggregated revenue from customers:

	Three Months Ended March 31,	
	2025	**2024**
Platform services revenue, net	$ 131,867	$ 113,935
Other services revenue	7,206	4,033
Total net revenue	$ 139,073	$ 117,968

Contract Balances

The following table provides information about contract assets and deferred revenue:

Contract balance	Balance sheet line reference	March 31, 2025	December 31, 2024
Contract assets - current	Prepaid expenses and other current assets	$ 1,670	$ 1,605
Contract assets - non-current	Other assets	9,454	10,981
Total contract assets		$ 11,124	$ 12,586
Deferred revenue - current	Accrued expenses and other current liabilities	$ 10,457	$ 13,593
Deferred revenue - non-current	Other liabilities	4,808	4,779
Total deferred revenue		$ 15,265	$ 18,372

Net revenue recognized during the three months ended March 31, 2025 and 2024 that was included in the deferred revenue balances at the beginning of the respective periods was $4.6 million and $2.6 million, respectively.

Remaining Performance Obligations

The Company has performance obligations associated with commitments in customer contracts for future stand-ready obligations to process transactions throughout the contractual term. As of March 31, 2025, the aggregate amount of the transaction price allocated to our remaining performance obligations was $47.5 million. The Company expects to recognize approximately 63% within two years and the remaining 37% over the next three to five years.

4. Business Combinations

TransactPay

On December 23, 2024, the Company entered into an agreement with Neptune International Ltd, an exempted company limited by shares incorporated under the laws of Bermuda, to purchase its TransactPay business for approximately €45.0 million in cash, and an additional amount up to €5.0 million for contingent consideration tied to performance-based goals. TransactPay provides BIN Sponsorship, E-Money Licensing, and Virtual Account services in the UK and Europe. The transaction is expected to close by the end of the third quarter of 2025 and is subject to the regulatory transfer of the E-Money Institution license and other customary closing conditions.

5. Intangible Assets, net

Intangible assets resulting from the Company's business combination consisted of the following as of the dates presented:

	March 31, 2025	December 31, 2024
Developed technology	$ 41,000	$ 41,000
Accumulated amortization	(12,690)	(11,226)
Intangible assets, net	$ 28,310	$ 29,774

The amortization period for developed technology intangible assets is 7 years. Amortization expense for intangible assets was $1.5 million and $1.5 million for the three months ended March 31, 2025 and 2024, respectively.

Expected future amortization expense for intangible assets was as follows as of March 31, 2025:

Remainder of 2025	4,393
2026	5,857
2027	5,857
2028	5,857
Thereafter	6,346
Total expected future amortization expense for intangible assets	$ 28,310

6. Short-term Investments

The Company's short-term investments are accounted for as securities available-for-sale and are classified within Current assets in the Condensed Consolidated Balance Sheets as the Company may sell these securities at any time for use in its operations, even prior to maturity.

The amortized cost, unrealized gain, and estimated fair value of the Company's short-term investments consisted of the following:

	March 31, 2025			
	Amortized Cost	Unrealized Gain	Unrealized (Loss)	Estimated Fair Value
Short-term Investments				
U.S. treasury securities	$ 147,099	$ 329	$ —	$ 147,428
Asset-backed securities	10,060	52	—	10,112
Total short-term investments	$ 157,159	$ 381	$ —	$ 157,540

	December 31, 2024			
	Amortized Cost	Unrealized Gain	Unrealized (Loss)	Estimated Fair Value
Short-term investments				
U.S. treasury securities	$ 168,504	$ 396	$ —	$ 168,900
Asset-backed securities	10,444	65	—	10,509
Total short-term investments	$ 178,948	$ 461	$ —	$ 179,409

The Company did not have any short-term investments in unrealized loss positions as of March 31, 2025 and December 31, 2024. Generally, the Company does not intend to sell any short-term investments that have unrealized losses, nor anticipates that it is more likely than not that the Company will be required to sell such securities before any anticipated recovery of the entire amortized cost basis.

There were no realized gains or losses from short-term investments that were reclassified out of accumulated other comprehensive loss for the three months ended March 31, 2025 and 2024, respectively. The Company determined there were no material credit or non-credit related impairments as of March 31, 2025.

The following table summarizes the stated maturities of the Company's short-term investments:

	March 31, 2025		December 31, 2024	
	Amortized Cost	Estimated Fair Value	Amortized Cost	Estimated Fair Value
Due within one year	$ 115,227	$ 115,425	$ 112,750	$ 113,015
Due after one year through four years	41,932	42,115	66,198	66,394
Total	$ 157,159	$ 157,540	$ 178,948	$ 179,409

7. Fair Value Measurements

The following tables present the fair value hierarchy for assets and liabilities measured at fair value:

	March 31, 2025			
	Level 1	Level 2	Level 3	Total Fair Value
Cash equivalents				
Money market funds	$ 377,756	$ —	$ —	$ 377,756
U.S. treasury bills	225,889	—	—	225,889
Commercial paper	—	1,438	—	1,438
Corporate debt securities	—	67,848	—	67,848
Certificates of deposit	—	18,821	—	18,821
Short-term investments				
U.S. treasury securities	147,428	—	—	147,428
Asset-backed securities	—	10,112	—	10,112
Total assets measured at fair value	$ 751,073	$ 98,219	$ —	$ 849,292

	December 31, 2024			
	Level 1	Level 2	Level 3	Total Fair Value
Cash equivalents				
Money market funds	$ 458,195	$ —	$ —	$ 458,195
U.S. treasury bills	214,189	—	—	214,189
Commercial paper	—	8,028	—	8,028
Corporate debt securities	—	53,238	—	53,238
Certificate of deposit	—	25,779	—	25,779
Short-term investments				
U.S. treasury securities	168,900	—	—	168,900
Asset-backed securities	—	10,509	—	10,509
Total assets measured at fair value	$ 841,284	$ 97,554	$ —	$ 938,838

The Company classifies money market funds, U.S. treasury bills, commercial paper, certificates of deposit, U.S. treasury securities, asset-backed securities, and corporate debt securities within Level 1 or Level 2 of the fair value hierarchy because the Company values these investments using quoted market prices or alternative pricing sources and models utilizing market observable inputs.

There were no transfers of financial instruments between the fair value hierarchy levels during the three months ended March 31, 2025 and the year ended December 31, 2024.

8. Certain Balance Sheet Components

Property and Equipment, net

Property and equipment consisted of the following:

	March 31, 2025	December 31, 2024
Leasehold improvements	$ 8,110	$ 8,110
Computer equipment	9,589	9,415
Furniture and fixtures	2,525	2,525
Internally developed and purchased software	55,959	47,300
	76,183	67,350
Accumulated depreciation and amortization	(33,603)	(29,827)
Property and equipment, net	$ 42,580	$ 37,523

Depreciation and amortization expense related to property and equipment was $3.9 million and $2.1 million for the three months ended March 31, 2025 and 2024, respectively.

The Company capitalized $8.6 million and $7.5 million as internal-use software development costs during the three months ended March 31, 2025, and 2024, respectively.

Accrued Expenses and Other Current Liabilities

Accrued expenses and other current liabilities consisted of the following:

	March 31, 2025	December 31, 2024
Accrued costs of revenue	$ 88,322	$ 85,745
Accrued compensation and benefits	14,610	45,754
Deferred revenue	10,457	13,593
Due to issuing banks	7,721	7,721
Accrued tax liabilities	6,681	5,434
Accrued professional services	1,870	3,567
Operating lease liabilities, current portion	4,367	4,627
Reserve for contract contingencies and processing errors	—	1,862
Other accrued liabilities	11,980	8,756
Accrued expenses and other current liabilities	$ 146,008	$ 177,059

9. Commitments and Contingencies

Letters of Credit

In connection with the Oakland lease, the Company is required to provide the landlord a letter of credit in the amount of $1.5 million. The Company has secured this letter of credit by depositing $1.5 million with the issuing financial institution, which deposit is classified as Restricted cash in the Condensed Consolidated Balance Sheets.

Legal Contingencies

From time to time in the normal course of business, the Company may be subject to various legal matters such as threatened or pending claims or proceedings. As of March 31, 2025 and December 31, 2024, there were no legal contingency matters, either individually or in aggregate, that would have a material adverse effect on the Company’s financial position, results of operations, or cash flows. Given the unpredictable nature of legal proceedings, the Company bases its assessment on the information available at the time the financials are available to be issued. As additional information becomes available, the Company reassesses the probability of the loss contingency and the potential liability, and may revise the estimate.

On December 9, 2024, a putative securities class action lawsuit, captioned *Wai v. Marqeta, Inc., et al.*, Case No. 24-cv-08874 (N.D. Cal.), was filed in federal court in the Northern District of California (“Court”) against the Company, its former Chief Executive Officer, and its Chief Financial Officer (“Defendants”) alleging violations of federal securities laws. The lawsuit asserts that Defendants made false or misleading statements relating to the Company’s performance or revenue and gross profit expectations in violation of Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 and Rule 10b-5 promulgated thereunder.

On December 10, 2024, a second putative securities class action lawsuit, captioned *Ford v. Marqeta, Inc.*, et al., Case No. 24-cv-08892 (N.D. Cal.), was filed in the same Court against the same Defendants alleging violations of the same federal securities laws. The second lawsuit asserts similar theories of liability as the first lawsuit. Both lawsuits (collectively, the “Securities Actions”) seek to recover damages on behalf of shareholders who acquired shares of the Company’s common stock during their respective putative class periods. The Securities Actions have been consolidated into one consolidated securities litigation captioned *In re Marqeta, Inc. Securities Litigation*, Case No. 24-08874-YGR (N.D. Cal) and the Court has appointed a lead plaintiff and lead plaintiff’s counsel in the matter. On April 10, 2025, the lead plaintiff filed a consolidated amended complaint, which alleges a putative class period of between February 28, 2024 and November 4, 2024. The Company and the other Defendants intend to file a motion to dismiss the consolidated amended complaint by May 15, 2025.

Given the inherent uncertainty of litigation, the Company cannot reasonably estimate the likelihood of an unfavorable outcome or the amount or range of any potential loss.

Settlement of Payment Transactions

Generally, customers deposit a certain amount of pre-funding into accounts maintained at Issuing Banks to settle their payment transactions. Such pre-funding amounts may only be used to settle customers’ payment transactions and are not considered assets of the Company. As such, the funds held in customers’ accounts at Issuing Banks are not reflected on the Company’s Condensed Consolidated Balance Sheets. If a customer does not have sufficient funds to settle a transaction, the Company is liable to the Issuing Bank to settle the transaction and would therefore incur losses if such amounts cannot be subsequently recovered from the customer. The Company did not incur losses of this nature during the three months ended March 31, 2025 and 2024, respectively.

Indemnifications

In the ordinary course of business, the Company enters into agreements of varying scope and terms pursuant to which it agrees to indemnify customers, Card Networks, Issuing Banks, vendors, lessors, and other parties with respect to certain matters, including, but not limited to, losses arising out of the breach of such agreements, services to be provided by the Company or from intellectual property infringement claims made by third parties. With respect to Issuing Banks, the Company has received requests for indemnification from time to time and may indemnify an Issuing Bank for losses such Issuing Bank may incur for non-compliance with applicable law and regulation, if those losses resulted from the Company’s failure to perform under its program agreement with the Issuing Bank.

In addition, the Company has entered into indemnification agreements with its directors and certain officers and employees that will require the Company, among other things, to indemnify them against certain liabilities that may arise by reason of their status or service as directors, officers, or employees. No demands have been made upon the Company to provide indemnification under such agreements and there are no claims that the Company is aware of that could have a material effect on its Condensed Consolidated Financial Statements.

The Company also includes service level commitments to its customers, warranting certain levels of performance and permitting those customers to receive credits in the event the Company fails to meet the levels specified.

10. Stock Incentive Plans

The following table presents the share-based compensation expense by award type recognized within the following line items in the Condensed Consolidated Statement of Operations and Comprehensive Loss and Condensed Consolidated Balance Sheet in the periods presented:

	Three Months Ended March 31,	
	2025	2024
Restricted stock units	$ 23,536	$ 24,163
Stock options	2,274	6,611
Performance restricted stock units	(81)	240
Employee Stock Purchase Plan	186	299
Share-based compensation recorded within Compensation and benefits	25,915	31,313
Executive chairman long-term performance award	—	13,121
Property and equipment (capitalized internal-use software)	2,522	2,080
Total share-based compensation expense (benefit)	$ 28,437	$ 46,514

Restricted Stock Units and Performance Share Units

A summary of the Company's RSUs and PSUs activity under the Plans was as follows:

	Number of Units	Weighted- average grant date fair value per share
Balance as of December 31, 2024	33,806	$ 5.96
Granted	17,761	$ 4.06
Vested	(4,249)	$ 6.63
Canceled and forfeited	(5,064)	$ 6.11
Balance as of March 31, 2025	42,254	$ 5.08

As of March 31, 2025, unrecognized compensation costs related to unvested RSUs and PSUs was $197.6 million. These costs are expected to be recognized over a weighted-average period of 2.2 years.

Stock Options

A summary of the Company's stock option activity under the Plans is as follows:

	Number of Options	Weighted- Average Exercise Price per Share	Weighted - Average remaining Contractual Life (Years)	Aggregate Intrinsic Value [(1)]
Balance as of December 31, 2024	14,962	$ 9.19	5.82	$ 5,819
Granted	—	—		
Exercised	(380)	3.83		
Canceled and forfeited	(3,065)	15.99		
Balance as of March 31, 2025	11,517	7.55	5.27	$ 6,652
Exercisable as of March 31, 2025 [(2)]	9,830	$ 9.53	5.28	$ 6,623
Vested as of March 31, 2025	10,017	$ 7.55	4.92	$ 6,652

(1) Intrinsic value is calculated based on the difference between the exercise price of in-the-money-stock options and the fair value of the common stock as of the respective balance sheet dates.

(2) The 2011 Plan allows for early exercise of stock options. Accordingly, options granted under this plan are included as exercisable stock options regardless of vesting status.

As of March 31, 2025, aggregate unrecognized compensation costs related to unvested outstanding stock options was $6.0 million. These costs are expected to be recognized over a weighted-average period of 1.3 years.

11. Stockholders’ Equity Transactions

Share Repurchase Programs

On May 6, 2024, the Company’s Board of Directors authorized a share repurchase program of up to $200 million of the Company’s Class A common stock (the “2024 Share Repurchase Program”). Under the 2024 Share Repurchase Program, the Company is authorized to repurchase shares through open market purchases, in privately negotiated transactions or by other means, in accordance with applicable federal securities laws, including through trading plans under Rule 10b5-1 of the Exchange Act. The number of shares repurchased and the timing of purchases are based on general business and market conditions, and other factors, including legal requirements. The 2024 Share Repurchase Program has no set expiration date.

On February 25, 2025, the Company’s Board of Directors authorized an additional share repurchase program of up to $300 million of the Company’s Class A common stock (the “2025 Share Repurchase Program”). Under the 2025 Share Repurchase Program, the Company is authorized to repurchase shares through open market purchases, in privately negotiated transactions, or by other means, in accordance with applicable federal securities laws, including through trading plans under Rule 10b5-1 of the Exchange Act. The number of shares repurchased and the timing of purchases are based on general business and market conditions, and other factors, including legal requirements. The 2025 Share Repurchase Program has no set expiration date.

During the three months ended March 31, 2025, the Company repurchased approximately 19.2 million shares for $80.5 million under the 2024 Share Repurchase Program, for an average price of $4.20. The total price of the shares repurchased and the related transaction costs and excise taxes of $1.1 million during the three months ended March 31, 2025 are reflected as a reduction to common stock and Additional paid-in capital on the Company’s Condensed Consolidated Balance Sheets. Repurchases under the 2024 Share Repurchase Program were completed as of March 31, 2025.

During the three months ended March 31, 2025, the Company repurchased approximately 7.1 million shares for $30.3 million under the 2025 Share Repurchase Program, for an average price of $4.28. The total price of the shares repurchased and the related transaction costs and excise taxes of $0.5 million during the three months ended March 31, 2025 are reflected as a reduction to Common stock and Additional paid-in capital on the Company's Condensed Consolidated Balance Sheets. As of March 31, 2025, $269.7 million remained available for future share repurchases under the 2025 Share Repurchase Program.

During the three months ended March 31, 2024, the Company repurchased and subsequently retired 5.2 million shares for $32.8 million under the share repurchase program authorized in May 2023 (the "2023 Share Repurchase Program"), for an average price of $6.27. Repurchases under the 2023 Share Repurchase Program were completed as of March 31, 2024.

12. Net Loss Per Share Attributable to Common Stockholders

Basic net loss per share is computed by dividing the net loss by the weighted-average number of shares of common stock outstanding during the period. Diluted net loss per share is computed by dividing net loss by the weighted-average number of shares of common stock outstanding adjusted for the dilutive effect of all potential shares of common stock. In periods when the Company reported a net loss, diluted net loss per share is the same as basic net loss per share because the effects of potentially dilutive items were anti-dilutive.

The Company calculated basic and diluted net loss per share attributable to common stockholders as follows:

	Three Months Ended March 31,			
	2025		2024 [1]	
	Class A	Class B	Class A	Class B
Numerator				
Net loss attributable to common stockholders, basic	$ (7,711)	$ (549)	$ (32,280)	$ (3,780)
Net loss attributable to common stockholders, diluted	$ (7,711)	$ (549)	$ (32,280)	$ (3,780)
Denominator				
Weighted-average shares used in computing basic net loss share attributable to common stockholders	467,927	33,295	463,694	54,294
Effect of dilutive potential shares of common stock	—	—	—	—
Weighted-average shares used in computing diluted net loss per share attributable to common stockholders	467,927	33,295	463,694	54,294
Net loss per share attributable to common stockholders, basic	$ (0.02)	$ (0.02)	$ (0.07)	$ (0.07)
Net loss per share attributable to common stockholders, diluted	$ (0.02)	$ (0.02)	$ (0.07)	$ (0.07)

[1] The prior period Net loss per share for Class A and Class B common stock has been presented separately to conform with current period presentation, which had no impact on the Company's previously reported basic or diluted net loss per share.

As the liquidation and dividend rights are identical for Class A common stock and Class B common stock, the undistributed earnings are allocated on a proportionate basis and the resulting income or loss per share will, therefore, be the same for both Class A common stock and Class B common stock on an individual or combined basis.

The following potentially dilutive securities were excluded from the computation of diluted net loss per share during the three months ended March 31, 2025 and 2024 because including them would have had an anti-dilutive effect as the Company was in a loss position during the period:

	As of March 31, 2025		As of March 31, 2024	
	Class A	Class B	Class A	Class B
Warrants to purchase Class B common stock	—	1,900	—	1,900
Stock options, restricted stock, and employee stock purchase plan	48,609	5,169	55,075	28,201
Total	48,609	7,069	55,075	30,101

13. Income Tax

The Company recorded an income tax provision of $0.2 million and $0.1 million for the three months ended March 31, 2025 and 2024, respectively. The income tax provision for both respective periods was primarily attributable to income tax expense in profitable foreign jurisdictions.

The Company is subject to income tax audits in the U.S. and foreign jurisdictions. We record liabilities related to uncertain tax positions and believe that we have provided adequate reserves for income tax uncertainties in all open tax years.

14. Concentration Risks and Significant Customers

Financial instruments that potentially expose the Company to concentration of credit risk consist of cash and cash equivalents, short-term investments, and accounts receivable. Cash on deposit with financial institutions may exceed federally insured limits.

As of March 31, 2025 and December 31, 2024, short-term investments were $157.5 million and $179.4 million, respectively, and there was no concentration of securities of the same issuer with an aggregate fair value greater than 5% of the total balance, except for U.S. treasury securities, which amounted to $147.4 million, or 94% of the short-term investment balance at March 31, 2025 and $168.9 million, or 94% of the short-term investment balance at December 31, 2024, respectively. As of March 31, 2025 and December 31, 2024, all debt securities within the Company's portfolio are investment grade.

A significant portion of the Company's payment transactions are settled through one Issuing Bank, Sutton Bank. For the three months ended March 31, 2025 and 2024, 67% and 74% of Total Processing Volume, which is the total dollar amount of payments processed through the Company’s platform, net of returns and chargebacks, was settled through Sutton Bank, respectively.

A significant portion of the Company's revenue is derived from one customer. For the three months ended March 31, 2025 and 2024, this customer accounted for 45% and 49% of the Company’s net revenue, respectively. As of March 31, 2025, one customer accounted for 14%, of the Company’s accounts receivable balance. As of December 31, 2024, two separate customers accounted for 13% and 10% of the Company’s accounts receivable balance.

15. Segment Information

The Company's chief operating decision maker (“CODM”) is its Interim Chief Executive Officer and Chief Financial Officer, who regularly reviews financial information presented on a consolidated basis for purposes of allocating resources and evaluating financial performance. The Company provides a single, global, cloud-based, open API platform for modern card issuing and transaction processing, and primarily earns revenue from processing card transactions for its customers. As such, the Company operates as a single operating segment and reporting unit.

The CODM assesses performance and decides how to allocate resources based on consolidated net income or loss as the measure of profit and loss and consolidated total assets. The measure of segment assets is reported on the balance sheet as total assets. The CODM uses net income or loss in the annual budgeting process and subsequent monitoring of budget versus actual results as well as in assessing the return on consolidated total assets.

The following is the information used by the CODM in assessing segment performance:

	Three Months Ended March 31,	
	2025	2024
Net revenue	$ 139,073	$ 117,968
Cost of revenue	40,394	33,807
Gross profit	98,679	84,161
Significant expenses:		
Employee compensation and benefits	60,135	63,677
Share based compensation	25,915	31,313
Technology	14,811	13,118
Professional services	5,695	3,870
Occupancy and equipment	917	1,094
Depreciation and amortization	5,331	3,537
Marketing and advertising	469	378
Other operating expenses	3,944	3,905
Executive Chairman Long-Term Performance Award	—	13,121
Loss from operations	(18,538)	(49,852)
Interest income	10,487	14,170
Other income (expense)	26	(244)
Income tax expense	235	134
Segment and consolidated net loss[1]	$ (8,260)	$ (36,060)

[1] - The Company operates as a single reportable segment that is managed on a consolidated basis, therefore the Company's segment net loss is the same as the Company's consolidated net loss.

For the three months ended March 31, 2025 and 2024, net revenue outside of the United States, based on the billing address of the customer, was 11% and 8%, respectively.

As of March 31, 2025 and December 31, 2024, long-lived assets located outside of the United States were not material and not used by the CODM in assessing and evaluating financial performance and allocating resources.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

You should read the following discussion and analysis of our financial condition and results of operations together with our Condensed Consolidated Financial Statements and the related notes included elsewhere in this Quarterly Report on Form 10-Q and in our 2024 Annual Report. This discussion contains forward-looking statements based upon current expectations that involve risks and uncertainties. As discussed in the section titled "Note About Forward Looking Statements", our actual results may differ materially from those discussed in these forward-looking statements as a result of various factors, including those set forth or incorporated by reference under the section titled "Risk Factors" in this Quarterly Report on Form 10-Q and in our 2024 Annual Report.

Overview

Marqeta's mission is modernizing financial services by making the entire payment experience native and delightful. Marqeta's modern platform empowers our customers to create customized and innovative payment card programs with configurability and flexibility. Marqeta's open APIs provide instant access to highly scalable, cloud-based payment infrastructure that enables customers to embed the payments experience into apps or websites for a personalized user experience. Customers can launch and manage their own card programs, issue cards, and authorize and settle payment transactions quickly using our platform. We also deliver robust card program management, allowing our customers to embed Marqeta in their offering without having to build certain complex compliance elements or customer support services.

Marqeta's innovative products are developed with deep domain expertise and a customer-first mindset to launch, scale, and manage card programs. Marqeta provides all of its customers with issuer processor services, and for most of its customers it also acts as a card program manager. Depending on a customer's desired level of control and responsibility, Marqeta can work with companies in a range of different configurations, but generally provides the following offerings:

- Managed By Marqeta: With Managed By Marqeta ("MxM"), Marqeta typically connects customers to an Issuing Bank partner to act as the Bank Identification Number ("BIN") sponsor for the customer's card program, manages the customer's card program on behalf of the Issuing Bank, and provides a full range of services including configuring many of the critical resources required by a customer's production environment. In addition to providing the customer access to the Marqeta dashboard via our APIs, Marqeta also manages a number of the primary tasks related to launching a card program, such as defining and managing the program with the Card Networks and Issuing Bank, operating the program and managing certain profitability components, and managing compliance with applicable regulations, the Issuing Bank, and Card Network rules. Also available are a variety of managed services, including dispute management, fraud scoring, card fulfillment, reconciliation, and cardholder support services.
- Powered By Marqeta: With Powered By Marqeta ("PxM"), Marqeta also provides customers access to the Marqeta dashboard via our APIs, provides payment processing, and assists with certain configuration elements that enable the customer to use the platform independently. Generally, our PxM customers are responsible for other elements of the card program, including defining and managing the program with the Card Networks and Issuing Bank as well as managing compliance with applicable regulations, the Issuing Bank, and Card Network rules.

Given the modularity of the Marqeta platform, certain customers can also opt to incorporate some elements of MxM into their card program to create a custom solution. Many customers adopt some combination of the MxM managed services even when not adopting the full MxM offering.

Impact of Macroeconomic Factors

We are unable to predict the impact macroeconomic factors, including various geopolitical conflicts, uncertainty related to global elections, changes in inflation and interest rates, and uncertainty in global regulatory and economic conditions, including as a result of uncertainty in global trade from potential tariffs and countertariffs, will have on our processing volumes, and on our future results of operations. A deterioration in macroeconomic conditions could increase the risk of lower consumer spending, including discretionary spending, consumer and merchant bankruptcy, insolvency, business failure, higher credit losses, foreign currency fluctuations, or other business interruption, which may adversely impact our business. We continue to monitor these situations and may take actions that alter our operations and business practices as may be required by federal, state, or local authorities or that we determine are in the best interests of our customers, vendors, and employees. See the section titled "Risk Factors" in this

Quarterly Report on Form 10-Q and in our 2024 Annual Report for further discussion or incorporation by reference of the possible impact of these macroeconomic factors on our business.

Key Operating Metric and Non-GAAP Financial Measures

We review a number of operating and financial metrics, including the key operating metric set forth below, to help us evaluate our business and growth trends, establish budgets, evaluate the effectiveness of our investments, and assess operational efficiencies. In addition to the results determined in accordance with GAAP, the following table sets forth a key operating metric and non-GAAP financial measures that we consider useful in evaluating our operating performance.

	Three Months Ended March 31,	
(dollars in thousands unless otherwise noted)	2025	2024
Total Processing Volume (TPV) (in millions)	$ 84,472	$ 66,666
Net revenue	$ 139,073	$ 117,968
Gross profit	$ 98,679	$ 84,161
Gross margin	71 %	71 %
Net loss	$ (8,260)	$ (36,060)
Net loss margin	(6)%	(31)%
Total operating expenses	$ 117,217	$ 134,013
Non-GAAP Measures:		
Adjusted EBITDA	$ 20,081	$ 9,228
Adjusted EBITDA margin	14 %	8 %
Non-GAAP operating expenses	$ 78,598	$ 74,933

Total Processing Volume ("TPV") - TPV represents the total dollar amount of payments processed through our platform, net of returns and chargebacks. We believe that TPV is a key operating metric and a principal indicator of the market adoption of our platform, growth of our brand, growth of our customers' businesses and scale of our business.

Adjusted EBITDA - Adjusted EBITDA is a non-GAAP financial measure that is calculated as Net loss adjusted to exclude depreciation and amortization; share-based compensation expense; executive chairman long-term performance award; payroll tax related to share-based compensation; restructuring and other one-time costs; acquisition related expenses which consist of due diligence costs, transaction costs and integration costs related to potential or successful acquisitions and cash and non-cash postcombination compensation expenses; income tax expense; and other income, net, which consists primarily of interest income from our short-term investments and cash deposits, impairment of financial instruments, and realized foreign currency gains and losses. We believe that Adjusted EBITDA is an important measure of operating performance because it allows management and our Board of Directors to evaluate and compare our core operating results, including our operating efficiencies, from period to period. Additionally, we utilize Adjusted EBITDA as an input into our calculation of our annual employee bonus plans and performance-based restricted stock units. See the section below titled "Use of Non-GAAP Financial Measures" for a discussion of the use of non-GAAP measures, a change in presentation, and a reconciliation of Net loss to Adjusted EBITDA.

Adjusted EBITDA Margin - Adjusted EBITDA Margin is a non-GAAP financial measure that is calculated as Adjusted EBITDA divided by Net revenue. This measure is used by management and our Board of Directors to evaluate our operating efficiency. See the section below titled "Use of Non-GAAP Financial Measures" for a discussion of the use of non-GAAP measures and a reconciliation of Net loss to Adjusted EBITDA Margin.

Non-GAAP operating expenses - Non-GAAP operating expenses is a non-GAAP financial measure that is calculated as Total operating expenses adjusted to exclude depreciation and amortization; share-based compensation expense; executive chairman long-term performance award; payroll tax related to share-based compensation; restructuring and other one-time costs; and acquisition-related expenses which consists of due diligence costs, transaction cost and integration costs related to potential or successful acquisitions, and cash and non-cash postcombination compensation expenses. We believe that non-GAAP operating expenses is an important measure of operating performance because it allows management and our Board of Directors to evaluate and compare our core operating results, including our operating efficiencies, from period to period. See the section below titled “Use of Non-GAAP Financial Measures” for a discussion of the use of non-GAAP measures, a change in presentation, and a reconciliation of total operating expenses to non-GAAP operating expenses.

Components of Results of Operations

Net Revenue

We have two components of net revenue: platform services revenue, net and other services revenue.

Platform services revenue, net. Platform services revenue includes Interchange Fees, net of Revenue Share and other service-level payments to customers, and Card Network and Issuing Bank costs for certain customer arrangements where the Company is an agent in the delivery of services to the customer. Platform services revenue also includes processing and other fees. “Interchange Fees” are transaction-based and volume-based fees set by a Card Network and paid by a merchant bank to the Issuing Bank that issued the payment card used to purchase goods or services from a merchant. The Company earns Interchange Fees on card transactions we process for our customers and are based on a percentage of the transaction amount plus a fixed amount per transaction. Interchange Fees are recognized when the associated transactions are settled.

“Revenue Share” payments are incentives to our customers to increase their processing volumes on our platform. Revenue Share is generally computed as a percentage of the Interchange Fees earned or processing volume and is paid to our MxM customers monthly. Revenue Share payments are recorded as a reduction to net revenue. Generally, as customers' processing volumes increase, the rates at which we share revenue increase.

Processing and other fees are priced as either a percentage of processing volume or on a fee per transaction basis and are earned when payment cards are used at automated teller machines or to make cross-border purchases. Minimum processing fees, where customers' processing volumes fall below certain thresholds, are also included in processing and other fees.

We recognize revenue when the promised services are complete, and our performance obligations are satisfied. Platform services are considered complete when we have authorized the transaction, validated that the transaction has no errors, and accepted and posted the data to our records.

Other services revenue. Other services revenue primarily consists of revenue earned for card fulfillment services. Card fulfillment fees are generally billed to customers upon ordering card inventory and recognized as revenue when the cards are shipped to the customers.

Costs of Revenue

Costs of revenue consist of Card Network fees, Issuing Bank fees, and card fulfillment costs for customer arrangements where the Company is the principal in providing services to the customer and excludes depreciation and amortization, which is reported separately within the Condensed Consolidated Statements of Operations and Comprehensive Loss. Card Network fees are equal to a specified percentage of processing volume or a fixed amount per transaction routed through the respective Card Network. Issuing Bank fees compensate our Issuing Banks for issuing cards to our customers and sponsoring our card programs with the Card Networks and are typically equal to a specified percentage of processing volume or a fixed amount per transaction. Card fulfillment costs include physical cards, packaging, and other fulfillment costs.

We have separate marketing and incentive arrangements with Card Networks that provide us with monetary incentives for establishing customer card programs with, and routing volume through, the respective Card Network. The amount of the incentives is generally determined based on a percentage of the processing volume or the number of transactions routed over the Card Network. We record these incentives as a reduction of Card Network fees in customer arrangements where the Company is the principal. Generally, as processing volumes increase, we earn a higher rate of monetary incentives from these arrangements, subject to attaining certain volume thresholds during an annual measurement period. For certain incentive arrangements with an annual measurement period, the one-year period may not align with our fiscal year.

We record network incentives in the period we attain the contractual volume thresholds, given the uncertainty in the ultimate annual attainment of incentives. As such, unusual fluctuations in Card Network fees can occur in the quarter in which volume thresholds are attained as higher incentive rates are applied to volumes over the entire measurement periods, which can span six or twelve months. Generally, we earn a higher rate of monetary incentives during the first quarter of our fiscal year, as the annual measurement period is closest to completion and higher volume thresholds have been reached. In the second quarter of the fiscal year, we generally earn the lowest rate of monetary incentives as the annual measurement period and volume thresholds have reset.

As we continue to enhance our processes and improve our ability to estimate these annual incentives with increasing precision, the fluctuation in recognition of these network incentives throughout the year is expected to diminish.

Operating Expenses

Compensation and Benefits consists primarily of salaries, employee benefits, severance and other termination benefits, incentive compensation, contractors' cost, and share-based compensation.

Technology consists primarily of third-party hosting fees, software licenses, and hardware purchases below our capitalization threshold, and support and maintenance costs.

Professional Services consists primarily of consulting, legal, audit, and recruiting fees.

Occupancy consists primarily of rent expense, repairs, maintenance, and other building related costs.

Depreciation and Amortization consists primarily of depreciation of our fixed assets and amortization of capitalized Internal-use software and developed technology intangible assets.

Marketing and Advertising consists primarily of costs of general marketing and promotional activities.

Other Operating Expenses consists primarily of insurance costs, indemnification costs, travel-related expenses, indirect state and local taxes, and other general office expenses.

Executive Chairman Long-Term Performance Award consists of share-based compensation related to the Executive Chairman Long-Term Performance Award, including the impact of forfeiture. The Executive Chairman Long-Term Performance Award was forfeited in the prior year as a result of the Company's Executive Chairman transitioning to a non-employee director role on the Board of Directors.

Other Income, net

Other income, net consists primarily of interest income from our short-term investments and cash deposits, impairment of financial instruments, and realized foreign currency gains and losses.

Income Tax Expense

Income tax expense consists of U.S. federal and state income taxes, and income taxes related to certain foreign jurisdictions. We maintain a full valuation allowance against our U.S. federal and state net deferred tax assets as we have concluded that it is not more likely than not that we will realize our net deferred tax assets.

Results of Operations

The following table sets forth our results of operations for the periods presented:

(dollars in thousands)	Three Months Ended March 31, 2025	Three Months Ended March 31, 2024
Net revenue	$ 139,073	$ 117,968
Costs of revenue	40,394	33,807
Gross profit	98,679	84,161
Operating expenses:		
Compensation and benefits	86,050	94,990
Technology	14,811	13,118
Professional services	5,695	3,870
Occupancy	917	1,094
Depreciation and amortization	5,331	3,537
Marketing and advertising	469	378
Other operating expenses	3,944	3,905
Executive chairman long-term performance award	—	13,121
Total operating expenses	117,217	134,013
Loss from operations	(18,538)	(49,852)
Other income, net	10,513	13,926
Loss before income tax expense	(8,025)	(35,926)
Income tax expense	235	134
Net loss	$ (8,260)	$ (36,060)

Comparison of the Three Months Ended March 31, 2025 and 2024

Net Revenue

(dollars in thousands)	Three Months Ended March 31, 2025	Three Months Ended March 31, 2024	$ Change	% Change
Net revenue:				
Total platform services, net	$ 131,867	$ 113,935	$ 17,932	16 %
Other services	7,206	4,033	3,173	79 %
Total net revenue	$ 139,073	$ 117,968	$ 21,105	18 %
Total Processing Volume (TPV) (in millions)	$ 84,472	$ 66,666	$ 17,806	27 %

Total platform services, net revenue increased by $17.9 million, or 16%, for the three months ended March 31, 2025 compared to the same period in 2024. The overall increase in platform services revenue was primarily driven by a 27% increase in TPV, which was partially offset by unfavorable changes in the mix of our card programs, particularly the growth of programs where we provide processing services but very little or no program management.

Other services revenue increased $3.2 million, or 79%, in the three months ended March 31, 2025 compared to the same period in 2024. This growth was driven by a rise in card-related fulfillment, which included both one-time card replacements and increased customer card shipments compared to the same period in 2024.

The increase in TPV was driven by growth across all our major verticals, particularly financial services, with PxM customers outperforming MxM customers. The growth in TPV for our top five customers, as determined by their individual processing volume in each respective period, was 18% in the three months ended March 31, 2025 compared to the same period in 2024, while TPV from all other customers, as a group, grew by 64% in the three months ended March 31, 2025 compared to the same period in 2024. Note that the top five customers may differ between the two periods.

Costs of Revenue and Gross Margin

(dollars in thousands)	Three Months Ended March 31, 2025	Three Months Ended March 31, 2024	$ Change	% Change
Costs of revenue:				
Card Network fees, net	$ 30,642	$ 27,244	$ 3,398	12 %
Issuing Bank fees	3,967	3,009	958	32 %
Other	5,785	3,554	2,231	63 %
Total costs of revenue	$ 40,394	$ 33,807	$ 6,587	19 %
Gross profit	$ 98,679	$ 84,161	$ 14,518	17 %
Gross margin	71 %	71 %		

Costs of revenue increased by $6.6 million, or 19%, for the three months ended March 31, 2025 compared to the same period in 2024. The increase in costs is attributed to higher Card Network and Issuing Bank fees stemming from the 27% increase in TPV, which was partially offset by higher network incentives earned during the current year. Card Network fees are presented net of monetary incentives from Card Networks for processing volume through the respective Card Networks during the period.

As a result of the increases in costs of revenue being less than the increases in net revenue explained above, our gross profit increased by $14.5 million, or 17%, in the three months ended March 31, 2025 compared to the same period in 2024. Gross margin remained flat in the three months ended March 31, 2025 compared to the same period in 2024.

Operating Expenses

(dollars in thousands)	Three Months Ended March 31, 2025	2024	$ Change	% Change
Operating expenses:				
Salaries, bonus, benefits and payroll taxes	$ 60,135	$ 63,677	$ (3,542)	(6)%
Share-based compensation	25,915	31,313	(5,398)	(17)%
Total compensation and benefits	86,050	94,990	(8,940)	(9)%
Percentage of net revenue	*62 %*	*81 %*		
Technology	14,811	13,118	1,693	13 %
Percentage of net revenue	*11 %*	*11 %*		
Professional services	5,695	3,870	1,825	47 %
Percentage of net revenue	*4 %*	*3 %*		
Occupancy	917	1,094	(177)	(16)%
Percentage of net revenue	*1 %*	*1 %*		
Depreciation and amortization	5,331	3,537	1,794	51 %
Percentage of net revenue	*4 %*	*3 %*		
Marketing and advertising	469	378	91	24 %
Percentage of net revenue	*— %*	*— %*		
Other operating expenses	3,944	3,905	39	1 %
Percentage of net revenue	*3 %*	*3 %*		
Executive chairman long-term performance award	—	13,121	(13,121)	(100)%
Percentage of net revenue	*— %*	*11 %*		
Total operating expenses	$ 117,217	$ 134,013	$ (16,796)	(13)%
Percentage of net revenue	84%	114%		

Salaries, bonus, benefits, and payroll taxes decreased by $3.5 million, or 6%, for the three months ended March 31, 2025 compared to the same period in 2024. The decrease was driven by lower postcombination compensation costs to former employees of Power Finance and an increase in salaries, bonus, and benefits costs capitalized for internal-use software development in 2025. Partially offsetting the decrease in salaries, bonus, benefits, and payroll taxes was restructuring and other one-time retention bonus costs associated with the departure of the Company's CEO that were recognized during the three months ended March 31, 2025 that did not occur in the same period in 2024.

Share-based compensation decreased by $5.4 million in the three months ended March 31, 2025 compared to the same period in 2024 mainly due to the forfeitures of stock based awards as a result of the Company's CEO departure during the first quarter of 2025.

Technology expenses increased by $1.7 million, or 13% for the three months ended March 31, 2025 compared to the same period in 2024. The increase was due to higher licensing and hosting costs to support our continued growth as we implement and support our systems and tools.

Professional services expenses increased by $1.8 million or 47% for the three months ended March 31, 2025 compared to the same period in 2024 due to an increase in legal and consulting fees.

Occupancy expense decreased by $0.2 million or 16% for the three months ended March 31, 2025 compared to the same period in 2024. The decrease is due to the impairment of the right-of-use asset associated with the Company's Oakland office recorded during the fourth quarter of 2024.

Depreciation and amortization expense increased by $1.8 million, or 51%, for the three months ended March 31, 2025 compared to the same period in 2024. The increase was primarily due to an increase in the amortization of internally developed software as more projects have been capitalized and placed into service.

Marketing and advertising expenses increased by $0.1 million, or 24% for the three months ended March 31, 2025 compared to the same period in 2024 due to an increase in branding spend.

Other operating expenses remained relatively flat for the three months ended March 31, 2025 compared to the same period in 2024.

Executive chairman long-term performance award decreased by 100% for the three months ended March 31, 2025 compared to the same period in 2024 as the Executive Chairman Long-Term Performance Award was forfeited in the second quarter of 2024 as a result of the Company's Executive Chairman transitioning to a non-employee director role on the Board of Directors.

Other Income, net

	Three Months Ended March 31,			
(dollars in thousands)	2025	2024	$ Change	% Change
Other income, net	$ 10,513	$ 13,926	$ (3,413)	(25)%
Percentage of net revenue	8 %	12 %		

Other income, net decreased by $3.4 million, or 25%, for the three months ended March 31, 2025 compared to the same period in 2024. The decrease was primarily due to a decrease in interest income earned on our short-term investment portfolio and cash balances as we had smaller portfolio balances and recognized lower average yields during the first quarter of 2025 compared to the same period in 2024.

Income Tax Expense

Income tax expense remained relatively flat for the three months ended March 31, 2025 compared to the same period in 2024.

Customer Concentration

We generated 45% and 49% of our net revenue from our largest customer, Block, during the three months ended March 31, 2025 and 2024, respectively.

Use of Non-GAAP Financial Measures

Our non-GAAP measures have limitations as analytical tools and you should not consider them in isolation. These non-GAAP measures should not be viewed as a substitute for, or superior to, measures prepared in accordance with GAAP. In evaluating these non-GAAP measures, you should be aware that in the future we will incur expenses similar to the adjustments in the presentation of our non-GAAP measures set forth under “Key Operating Metric and Non-GAAP Financial Measures”. There are a number of limitations related to the use of these non-GAAP measures versus their most directly comparable GAAP measures, including the following:

- other companies, including companies in our industry, may calculate adjusted EBITDA and non-GAAP operating expenses differently than how we calculate this measure or not at all; this reduces its usefulness as a comparative measure;
- although depreciation and amortization are non-cash charges, the assets being depreciated and amortized may have to be replaced in the future, and adjusted EBITDA does not reflect cash capital expenditure requirements for such replacements or for new capital expenditures; and
- adjusted EBITDA does not reflect the effect of income taxes that may represent a reduction in cash available to us.

We encourage investors to review the related GAAP financial measures and the reconciliation of the non-GAAP financial measures to their most directly comparable GAAP financial measures.

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A reconciliation of Net loss to adjusted EBITDA and GAAP operating expenses to non-GAAP operating expenses for the periods presented is as follows:

(dollars in thousands)	Three Months Ended March 31, 2025	2024
Net revenue	$ 139,073	$ 117,968
Net loss	$ (8,260)	$ (36,060)
Net loss margin	(6)%	(31)%
Total operating expenses	$ 117,217	$ 134,013
Net loss	$ (8,260)	$ (36,060)
Depreciation and amortization expense	5,331	3,537
Share-based compensation expense[(1)]	25,915	31,313
Executive chairman long-term performance award[(1)]	—	13,121
Payroll tax expense related to share-based compensation	777	1,165
Acquisition-related expenses [(2)]	4,238	9,944
Restructuring and other one-time costs [(3)]	2,358	—
Other income, net	(10,513)	(13,926)
Income tax expense	235	134
Adjusted EBITDA	$ 20,081	$ 9,228
Adjusted EBITDA Margin	14 %	8 %
Total operating expenses	$ 117,217	$ 134,013
Depreciation and amortization expense	(5,331)	(3,537)
Share-based compensation expense	(25,915)	(31,313)
Executive chairman long-term performance award	—	(13,121)
Payroll tax expense related to share-based compensation	(777)	(1,165)
Restructuring and other one-time costs [(3)]	(2,358)	—
Acquisition-related expenses [(2)]	(4,238)	(9,944)
Non-GAAP operating expenses	$ 78,598	$ 74,933

(1) Prior period amounts related to our Executive Chairman Long-Term Performance Award have been reclassified to conform to the current period presentation.

(2) Acquisition-related expenses, which include transaction costs, integration costs and cash and non-cash postcombination compensation expense, have been excluded from adjusted EBITDA as such expenses are not reflective of our ongoing core operations and are not representative of the ongoing costs necessary to operate our business; instead, these are costs specifically associated with a discrete transaction.

(3) Restructuring and other one-time costs include the costs associated with the transition of our CEO and other one-time costs related to retention bonuses provided to other key employees. These bonuses have service requirements and are expensed over the requisite service period.

Liquidity and Capital Resources

As of March 31, 2025, our principal sources of liquidity included cash, cash equivalents, and short-term investments totaling $988.4 million, with such amounts held for working capital purposes. Our cash equivalents and short-term investments were comprised primarily of bank deposits, money market funds, U.S. treasury bills, U.S. treasury securities, U.S. agency securities, asset-backed securities, commercial paper, certificates of deposit, and corporate debt securities. We have generated significant operating losses as reflected in our accumulated deficit. We expect to continue to incur operating losses for the foreseeable future.

On February 25, 2025, the Company's Board of Directors authorized an additional share repurchase program of up to $300 million of the Company's Class A common stock (the "2025 Share Repurchase Program"). Under the 2025 Share Repurchase Program, the Company is authorized to repurchase shares through open market purchases, in privately negotiated transactions, or by other means, in accordance with applicable federal securities laws, including through trading plans under Rule 10b5-1 of the Exchange Act. The number of shares repurchased and the timing of purchases are based on general business and market conditions, and other factors, including legal requirements. The 2025 Share Repurchase Program has no set expiration date. During the three months ended March 31, 2025, the Company repurchased approximately 7.1 million shares for $30.3 million under the 2025 Share Repurchase Program. As of March 31, 2025, $269.7 million remained available for future share repurchases under the 2025 Share Repurchase Program.

On May 6, 2024, the Company's Board of Directors unanimously authorized the repurchase of up to $200 million of the Company's Class A common stock (the "2024 Share Repurchase Program") as the prior program (the "2023 Share Repurchase Program," authorized for $200 million on May 8, 2023) had been exhausted during the first quarter of 2024. Under the 2024 Share Repurchase Program, the Company was authorized to repurchase shares through open market purchases, in privately negotiated transactions or by other means, in accordance with applicable federal securities laws, including through trading plans under Rule 10b5-1 of the Exchange Act. The number of shares repurchased and the timing of purchases was based on general business and market conditions, and other factors, including legal requirements. During the three months ended March 31, 2025, we repurchased approximately 19.2 million shares for $80.5 million under the 2024 Share Repurchase Program, which exhausted the authorization under the 2024 Share Repurchase Program.

On February 3, 2023, we acquired all outstanding stock of Power Finance Inc. ("Power Finance"). As part of the terms of the acquisition, we entered into postcombination cash compensation arrangements with certain key acquired employees whereby we shall pay them $85.1 million of cash over a weighted average 2.2 year service period following the acquisition date (subject to forfeiture upon termination). As of March 31, 2025, $4.3 million of the postcombination cash compensation arrangements remained outstanding.

We believe our existing cash and cash equivalents, and our short-term investments will be sufficient to meet our working capital and capital expenditure needs for more than the next 12 months. As of the date of filing this Quarterly Report on Form 10-Q, we have access to and control over all our cash, cash equivalents and short-term investments, except amounts held as restricted cash. Our future capital requirements will depend on many factors, including our planned continuing investment in product development, platform infrastructure, share repurchases, and global expansion. We will use our cash for a variety of needs, including for ongoing investments in our business, potential strategic acquisitions, capital expenditures and investment in our infrastructure, including our non-cancellable purchase commitments with cloud-computing service providers and certain Issuing Banks.

As of March 31, 2025, we had $8.5 million in restricted cash which included a deposit held at an Issuing Bank to provide the Issuing Bank collateral in the event that our customers' funds are not deposited at the Issuing Bank in time to settle our customers' transactions with the Card Networks. Restricted cash also includes cash held at a bank to secure our payments under a lease agreement for our office space.

Cash Flows

The following table summarizes our cash flows for the periods indicated:

	Three Months Ended March 31,	
	2025	2024
	(in thousands)	
Net cash provided by operating activities	$ 9,987	$ 426
Net cash provided by investing activities	14,861	33,502
Net cash used in financing activities	(116,967)	(44,543)
Net decrease in cash, cash equivalents, and restricted cash	$ (92,119)	$ (10,615)

Operating Activities

Our largest source of cash provided by our operating activities is our net revenue. Our primary uses of cash in our operating activities are for Card Network and Issuing Bank fees, and employee-related compensation. The timing of settlement of certain operating assets and liabilities, including revenue share payments, bonus payments, prepayments made to cloud-computing service providers, settlement receivables and network incentive receivables can affect the amounts reported as Net cash provided by or used in operating activities in the Condensed Consolidated Statement of Cash Flows.

Net cash provided by operating activities was $10.0 million in the three months ended March 31, 2025 compared to cash provided by operating activities of $0.4 million in the same period in 2024. The increase in net cash provided by operating activities during the three months ended March 31, 2025 was largely due to higher gross profit and lower operating expenses, which lowered our net loss period-over-period, and favorable timing of settlements and accounts receivable collections. These benefits were partially offset by the unfavorable timing of accrued expenses and other liabilities.

Investing Activities

Net cash provided by investing activities consists primarily of maturities of our short-term investments. Net cash used in investing activities consists primarily of purchases of short-term investments, purchases of property and equipment, and capitalization of internal-use software.

Net cash provided by investing activities in the three months ended March 31, 2025 was $14.9 million compared to net cash provided by investing activities in the same period in 2024 of $33.5 million. The decrease in net cash provided by investing activities is primarily due to fewer maturities of short-term investments during the three months ended March 31, 2025.

Financing Activities

Net cash used in financing activities consists primarily of net payments related to share-based compensation activities and our share repurchase programs.

Net cash used in financing activities in the three months ended March 31, 2025 was $117.0 million compared to $44.5 million in the same period in 2024. The increase in net cash used in financing activities is primarily due to increased payments to repurchase our Class A common stock under the 2024 and 2025 Share Repurchase Programs, partially offset by a decrease in tax withholdings related to net share settlement of share-based compensation awards and cash received from stock option exercises.

Obligations and Other Commitments

There were no material changes in our obligations and other commitments from those disclosed in our 2024 Annual Report.

For additional information about our contractual obligations and other commitments, see Note 9 “Commitments and Contingencies” to our condensed consolidated financial statements.

Critical Accounting Policies and Estimates

Our Condensed Consolidated Financial Statements are prepared in accordance with GAAP. The preparation of these Condensed Consolidated Financial Statements requires us to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenue, costs, and expenses, and related disclosures. On an ongoing basis, we evaluate our accounting estimates and assumptions. Our actual results may differ from these estimates under different assumptions or conditions.

There have been no material changes to our critical accounting estimates as compared to the critical accounting estimates described in “Management's Discussion and Analysis of Financial Condition and Results of Operations” set forth in our 2024 Annual Report.

Item 3. Quantitative and Qualitative Disclosures about Market Risk

We have operations within the United States and globally, and are exposed to market risks in the ordinary course of our business. Information relating to quantitative and qualitative disclosures about these market risks is described below.

Interest Rate Risk

We had cash, cash equivalents, and short-term investments totaling $988.4 million as of March 31, 2025. Such amounts included cash deposits, money market funds, U.S. treasury bills, U.S. treasury securities, commercial paper, certificate of deposits, asset-backed securities and corporate debt securities. The fair value of our cash, cash equivalents, and short-term investments would not be significantly affected by either an increase or decrease in interest rates due to the short-term maturities of the majority of these instruments. Because we classify our short-term investments as “available-for-sale”, no gains or losses are recognized in the Condensed Consolidated Statement of Operations and Comprehensive Loss due to changes in interest rates unless such securities are sold prior to maturity or declines in fair value are due to credit losses. We have the ability to hold all short-term investments until their maturities. A hypothetical 100 basis point increase or decrease in interest rates would not have a material effect on our financial results or financial condition.

Foreign Currency Exchange Risk

Most of our sales and operating expenses are denominated in U.S. dollars, and therefore our results of operations are not currently subject to significant foreign currency risk. As of March 31, 2025, a hypothetical 10% change in foreign currency exchange rates applicable to our business would not have had a material impact on our Condensed Consolidated Financial Statements.

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

Our management, with the participation of our Interim Chief Executive Officer and Chief Financial Officer, has evaluated the effectiveness of our disclosure controls and procedures as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act as of the end of the period covered by this Quarterly Report on Form 10-Q. Disclosure controls and procedures are designed to provide reasonable assurance that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the SEC's rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is accumulated and communicated to the company's management, including its principal executive and principal financial officers, or persons performing similar functions, as appropriate to allow timely decisions regarding required disclosure.

Based on such evaluation, our management has concluded our disclosure controls and procedures were effective at a reasonable assurance level as of March 31, 2025.

Changes in Internal Control Over Financial Reporting

There have been no changes in the Company's internal control over financial reporting (as such term is defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) during the first quarter of fiscal 2025 that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

Limitations on Effectiveness of Controls and Procedures

The effectiveness of any internal control over financial reporting is subject to inherent limitations, including the exercise of judgment in designing, implementing, operating, and evaluating the controls and procedures, and the inability to eliminate misconduct completely. Accordingly, any system of internal control over financial reporting, no matter how well designed and operated, can only provide reasonable, not absolute assurance that its objectives will be met. In addition, 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. We intend to continue to monitor and upgrade our internal controls as necessary or appropriate for our business, but cannot assure you that such improvements will be sufficient to provide us with effective internal control over financial reporting.

PART II - Other Information

Item 1. Legal Proceedings

From time to time, we may be subject to legal proceedings and claims arising in the ordinary course of business. We are currently involved in the following matters:

On December 9, 2024, a putative securities class action lawsuit, captioned *Wai v. Marqeta, Inc., et al.*, Case No. 24-cv-08874 (N.D. Cal.), was filed in federal court in the Northern District of California ("Court") against the Company, its former Chief Executive Officer, and its Chief Financial Officer ("Defendants") alleging violations of federal securities laws. The lawsuit asserts that Defendants made false or misleading statements relating to the Company's performance or revenue and gross profit expectations in violation of Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 and Rule 10b-5 promulgated thereunder.

On December 10, 2024, a second putative securities class action lawsuit, captioned *Ford v. Marqeta, Inc.*, et al., Case No. 24-cv-08892 (N.D. Cal.), was filed in the same Court against the same Defendants alleging violations of the same federal securities laws. The second lawsuit asserts similar theories of liability as the first lawsuit. Both lawsuits (collectively, the "Securities Actions") seek to recover damages on behalf of shareholders who acquired shares of the Company's common stock during their respective putative class periods. The Securities Actions have been consolidated into one consolidated securities litigation captioned *In re Marqeta, Inc. Securities Litigation*, Case No. 24-08874-YGR (N.D. Cal) and the Court has appointed a lead plaintiff and lead plaintiff's counsel in the matter. On April 10, 2025, the lead plaintiff filed a consolidated amended complaint, which alleges a putative class period of between February 28, 2024 and November 4, 2024. The Company and the other Defendants intend to file a motion to dismiss the consolidated amended complaint by May 15, 2025.

On February 4, 2025, a putative shareholder derivative lawsuit, captioned *Smith v. Khalaf, et al.*, Case No. 25-cv-01174 (N.D. Cal.), was filed in the same Court against the Company's former Chief Executive Officer, its Chief Financial Officer, and its Board of Directors, and names the Company as a nominal defendant. This lawsuit asserts claims for breach of fiduciary duties and violations of federal securities laws, among other claims, between the time period of May 7, 2024 and November 4, 2024 under similar theories as the Securities Actions. Two other substantially similar putative shareholder derivative lawsuits, captioned *Ojserkis v. Khalaf, et al.*, Case No. 25-cv-01883 (N.D. Cal.) and *Preciado v. Khalaf, et al.*, Case No. 3:25-cv-02100 (N.D. Cal.), were filed on February 21, 2025 and February 27, 2025, respectively. All three putative shareholder derivative suits have been consolidated into one lawsuit captioned *In re Marqeta, Inc. Derivative Litigation*, Case No. 4:25-cv-01174-YGR (N.D. Cal). The court has stayed the consolidated derivative action pending the resolution of motions to dismiss in the consolidated Securities Actions.

Given the inherent uncertainty of litigation, we cannot reasonably estimate the likelihood of an unfavorable outcome or the amount or range of any potential loss.

Item 1A. Risk Factors

In addition to the other information set forth in this Quarterly Report on Form 10-Q, our business, financial condition, results of operations, cash flows, future prospects, and the trading price of our Class A common stock can be affected by a number of factors, whether currently known or unknown, including but not limited to those described in Part I, Item 1A of our 2024 Annual Report under the heading "Risk Factors," which are incorporated herein by reference, any one or more of which could, directly or indirectly, materially and adversely affect our business, financial condition, results of operations, cash flows, future prospects, and the trading price of our Class A common stock, or cause them to vary materially from past or anticipated future results. There have been no material changes to our risk factors since the 2024 Annual Report.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

Recent Sales of Unregistered Securities

None.

Purchase of Equity Securities

The following table contains information relating to the repurchases of our Class A common stock made by us in the three months ended March 31, 2025 (in thousands, except per share amounts):

Period	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs [1] [2]	Approximate Dollar Value of Shares that May Yet Be Purchased Under the Plans or Programs [1] [2]
January 1 - 31, 2025	—	$ —	—	$ 80,529
February 1 - 28, 2025	584	$ 4.13	584	$ 378,115
March 1 - 31, 2025	25,641	$ 4.23	25,641	$ 269,746
Total	26,225		26,225	

[1] On May 6, 2024, the Company's Board of Directors authorized a share repurchase program of up to $200 million of the Company's Class A common stock (the "2024 Share Repurchase Program"). Under the 2024 Share Repurchase Program, the Company is authorized to repurchase shares through open market purchases, in privately negotiated transactions or by other means, in accordance with applicable federal securities laws, including through trading plans under Rule 10b5-1 of the Exchange Act. The number of shares repurchased and the timing of purchases are based on general business and market conditions, and other factors, including legal requirements. Repurchases under the 2024 Share Repurchase Program were completed as of March 31, 2025.

[2] On February 25, 2025, the Company's Board of Directors authorized an additional share repurchase program of up to $300 million of the Company's Class A common stock (the "2025 Share Repurchase Program"). Under the 2025 Share Repurchase Program, the Company is authorized to repurchase shares through open market purchases, in privately negotiated transactions, or by other means, in accordance with applicable federal securities laws, including through trading plans under Rule 10b5-1 of the Exchange Act. The number of shares repurchased and the timing of purchases are based on general business and market conditions, and other factors, including legal requirements. The 2025 Share Repurchase Program has no set expiration date.

Item 3. Defaults Upon Senior Securities

Not applicable.

Item 4. Mine Safety Disclosures

Not applicable.

Item 5. Other Information

(c) During our last fiscal quarter, no director or officer, as defined in Rule 16a-1(f) of the Exchange Act, adopted or terminated a "Rule 10b5-1 trading arrangement" or a "non-Rule 10b5-1 trading arrangement," each as defined in Item 408 of Regulation S-K.

Item 6. Exhibits

The following exhibits are filed herewith or incorporated by reference herein:

		Incorporated by Reference			
Exhibit No.	Description	Form	File No.	Exhibit No.	Filing Date
10.1†*	Amendment No. 25 to the Master Services Agreement by and between the Registrant and Block, Inc. dated March 26, 2025.				
10.2†*	Amendment No. 24 to the Master Services Agreement by and between the Registrant and Block, Inc. dated February 28, 2025.				
10.3#*	Separation Agreement by and between Marqeta, Inc. and Simon Khalaf, dated March 1, 2025.				
10.4#*	Form of Employee Retention Letter.				
31.1*	Certification of the Principal Executive and Financial Officer, pursuant to Rules 13a-14(a) and 15d-14(a) under the Exchange Act, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.				
32.1**	Certification of the Principal Executive and Financial Officer, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.				
101.INS*	Inline XBRL Instance Document.				
101.SCH*	Inline XBRL Taxonomy Extension Schema Document.				
101.CAL*	Inline XBRL Taxonomy Extension Calculation Linkbase Document.				
101.DEF*	Inline XBRL Taxonomy Extension Definition Linkbase Document.				
101.LAB*	Inline XBRL Taxonomy Extension Labels Linkbase Document.				
101.PRE*	Inline XBRL Taxonomy Extension Presentation Linkbase Document.				
104*	Cover Page Interactive Data File (formatted as inline XBRL and contained in Exhibit 101).				
†	Certain confidential information contained in this exhibit has been omitted because it is both (i) not material and (ii) is the type that the Registrant treats as private or confidential.				
#	Indicates management contract or compensatory plan, contract or agreement.				
*	Filed herewith.				
**	Furnished herewith. The certifications attached as Exhibits 32.1 and 32.2 that accompany this Quarterly Report on Form 10-Q are deemed furnished and not filed with the SEC and are not to be incorporated by reference into any filing of the Company under the Securities Act or the Exchange Act, whether made before or after the date of this Quarterly Report on Form 10-Q, irrespective of any general incorporation language contained in such filing.				

SIGNATURES

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

MARQETA, INC.

Date: May 7, 2025	**By:**	/s/ Michael (Mike) Milotich
	Name:	Michael (Mike) Milotich
	Title:	Interim Chief Executive Officer & Chief Financial Officer (Principal Executive, Financial, and Accounting Officer)

Exhibit 10.1

AMENDMENT NO. 25 TO MASTER SERVICES AGREEMENT

This Amendment No. 25 ("**Amendment**") is dated and effective on March 26, 2025 ("**Amendment Effective Date**") by and between Block, Inc. (formerly Square, Inc.), a Delaware corporation, whose principal address is 1455 Market Street Suite 600 San Francisco, CA 94103 ("**Client**") and Marqeta, Inc., a Delaware corporation, whose principal address is 180 Grand Avenue, 6th Floor, Oakland, CA 94612 ("**Marqeta**"), and amends the Master Services Agreement between Client and Marqeta dated April 19, 2016, as amended ("**Agreement**"). Capitalized terms that are not defined in this Amendment are defined in the Agreement.

The Parties agree as follows:

1. **Addition of Defined Term.** The following is added as a new defined term to Schedule C to the Agreement:

   "'Cash App Program [***] Transactions' means [***] transactions initiated by a Cash App Program [***] to [***], which are processed by Marqeta as transaction types - [***] and [***], as the same are defined in the applicable Documentation for the Services.

   '[***] Solution' means Marqeta's solution that enables Client with an ability to [***] of Card transactions only in circumstances when Marqeta [***] in the [***] for Client's Cash App Program transactions, as more fully described in the applicable Documentation."

2. **[***] Services.** Solely with respect to Client's Cash App Program, Marqeta will implement [***] Services for Cash App Program [***] Transactions and Marqeta's [***] Solution. For purposes of clarity, once the [***] Solution is made available in production for Client's access and use, Marqeta's [***] Services will be utilized for the Cash App Program [***] Transactions only in circumstances when Marqeta [***] in the [***] for Client's Cash App Program transactions In the event that Client would like to utilize the [***] Services for transactions other than the Cash App Program [***] Transactions or [***] Solution, Client will provide written notice to Marqeta, and Marqeta and Client will cooperate in good faith to enter into an amendment to the Agreement to reflect the terms and conditions, including relevant fees and costs, associated with such use of the [***] for such other transactions. With respect to the Cash App Program [***] Transactions and Marqeta's [***] solution, the following is added as a new subsection (v) of Section (C) entitled, "Cash App Program Fees," of Schedule D to the Agreement, which was added to the Agreement as a part of 12th Amendment to the Agreement, dated March 13, 2021, for the Cash App Program:

   "(v) [***] and [***] Services. The table below sets forth the [***] Fee to be charged [***] and the [***] License Fee related to Marqeta's [***] Solution.

Product	Description	Unit	Price
[***] Fee	[***] for the [***] Services.	[***]	[***]
[***] License Fee	Fee for access to Marqeta's [***] Solution [***] the [***] Solution [***] as mutually agreed by Marqeta and Client.	[***]	[***]

Please see Exhibit 1 of additional terms and conditions applicable to [***] *Services.*"

3. **[***] and [***] Solution Terms.** The terms and conditions attached to this Amendment as Exhibit A are added as Exhibit 1 to Schedule D to the Agreement.

4. **Effectiveness of Pricing Changes.** Any changes to pricing or fees in the Agreement or an Order Form, reflected in this Amendment, will be effective on [***] following the Amendment Effective Date.

5. **Issues related to the [***] and [***] Solution.** In the event that Client, acting reasonably and in good faith, believes that there are any issues or has concerns regarding Marqeta's performance of the [***] Services and / or the [***] Solution, Client may provide Marqeta written notice of such issues or concerns, and, upon receipt of such notice from Client, Marqeta will cooperate in good faith with Client, and use commercially reasonable efforts, to resolve any such issues or concerns. In the event that Marqeta and Client, acting reasonably and in good faith, are not able to resolve such issues or concerns included in Client's notice, Marqeta and Client may mutually agree in writing to terminate Client's use of the [***] Services and / or the [***] Solution.

6. **Limited Addendum.** This Amendment and the Agreement set forth the Parties' entire agreement regarding the subject matter of this Amendment. This Amendment incorporates by reference the terms of the Agreement, and the specific terms and conditions in this Amendment govern, control, and supersede the Agreement solely with respect to the subject matters covered in this Amendment. Except as modified or supplemented by this Amendment, all the provisions of the Agreement remain in full force and effect.

7. **Counterparts.** This Amendment may be executed electronically and in counterparts.

This Amendment has been signed by the Parties or their duly authorized representatives as of the Amendment Effective Date.

Marqeta, Inc.	**Block Inc. ("Client")**
By: /s/ todd Pollak	By: /s/ [***]
Print: todd Pollak	Print: [***]
Title: Chief Revenue Officer	Title: Head of Issuing
Date: March 26, 2025	Date: 27 March 2025

Exhibit A

Exhibit 1

[***] Services and [***] Terms & Conditions

Exhibit 10.2

AMENDMENT NO. 24 TO MASTER SERVICES AGREEMENT

This Amendment No. 24 ("**Amendment**") is dated and effective on February 28, 2025 ("**Amendment Effective Date**") by and between Block, Inc., a Delaware corporation, whose principal address is 1955 Broadway, Suite 600, Oakland, CA 94612 ("**Client**") and Marqeta, Inc., a Delaware corporation, whose principal address is 180 Grand Avenue, 6th Floor, Oakland, CA 94612 ("**Marqeta**"), and amends the Master Services Agreement between Client and Marqeta dated April 19, 2016, as amended ("**Agreement**"). Capitalized terms that are not defined in this Amendment are defined in the Agreement.

1. **Marqeta [***] Service.** [***] for Client's Cash App Program [***]. Marqeta will provide the following Service to Client for Client's Cash App Program, and Client will be responsible for paying the Fees set forth in the table in Section 2 below for such Service.

2. **Amendment to Schedule D of Agreement**. Schedule D (Fees of the Agreement), at the end of the section under the heading "Cash App Program Fees" shall be amended by adding the following:

"Beginning on [***], the fees set forth below shall apply solely to the Cash App Program as follows:

Cash App Program [***] Service.

Item	Description	Unit	Fee
Cash App Program [***] Service and Related Fee	For Client's Cash App Program [***], Marqeta will [***] for Client's Cash App Program into a [***] consistent with the already existing [***] provided by Marqeta to Client ("**Service**"). For clarity, the only [***] to be included in such Service shall be [***] and such Service shall only be applied for Client's Cash App Program [***].	[***]	[***] Marqeta will provide Client with a written quarterly certification from Marqeta's CFO regarding the [***] as set forth above, which shall be executed by Marqeta's CFO. Notwithstanding the foregoing, in the event Client receives information from a source(s) other than Marqeta regarding the [***] Client's Cash App Program [***], and Client does not believe that Marqeta's [***] as a result, Client may provide written notice to Marqeta. Upon receipt of such written notice from Client, Marqeta will reasonably cooperate in good faith with Client to address Client's belief and to provide Client with [***] to [***] to Marqeta.

(i) In addition to Marqeta's warranties set forth in Section 10(a) of Schedule B, Marqeta represents, warrants, and covenants, with respect to the Service, the [***] provided to Client by Marqeta: (a) will be in a consistent [***] (e.g., all [***] included and provided in [***]) as provided by Marqeta directly to Client immediately prior to the Amendment Effective Date and shall be updated accordingly in the event [***] changes or enhances its [***], and (b) will be an accurate and complete instance of the [***] as provided by [***] to Marqeta and will not include any [***] by Marqeta or any Marqeta Personnel.

(ii) Marqeta acknowledges and agrees that the [***] provided pursuant to this Amendment is [***] of Client's business, including its ability to perform [***] to Client's customers and [***]. As such, any breach of Section 2 of this Amendment shall be subject to Marqeta's indemnification obligations under Section 13(a)(i) of Schedule B.

(iii) Without limiting any other rights Client has under the Agreement, including under Section 9 of Schedule B, upon at least [***] advance written notice to the other Party, either Party may [***] contemplated by this Amendment at any time following the [***]. In the event that either Party exercises such [***] right: (i) Marqeta shall on the effective date of [***]; (ii) Client shall [***] Marqeta [***] at the time of [***]; and (iii) Client shall [***] to Marqeta in connection [***] thereafter. For clarity, in the event either Party does not exercise its [***] right as set forth in this Section (iii), this Amendment shall automatically [***] or is [***] in accordance with the parties' [***] rights in the Agreement."

3. **Limited Addendum**. This Amendment and the Agreement set forth the Parties' entire agreement with respect to the subject matter of this Amendment. This Amendment incorporates by reference the terms of the Agreement as if fully set forth in this Amendment, and the specific terms and conditions in this Amendment govern, control, and supersede the Agreement solely with respect to the subject matters covered in this Amendment.

4. **Counterparts**. This Amendment may be executed by the Parties electronically and in counterparts.

[***Signature Page Follows***]

This Amendment has been signed by the Parties or their duly authorized representatives as of the Amendment Effective Date.

Marqeta, Inc.	**Client**
By: /s/ Todd Pollak	By: /s/ [***]
Print: Todd Pollak	Print: [***]
Title: Chief Revenue Officer	Title: Lead - Fin Ops
Date: February 28, 2025	Date: February 28, 2025

MARQETA

February 24, 2025 Exhibit 10.3

Dear Simon:

This Agreement (the "Agreement") confirms the agreement between Simon Khalaf ("you") and Marqeta, Inc. (the "Company") (jointly referred to as the "Parties" or individually referred to as a "Party") regarding the separation of your employment with the Company. You will have until March 17, 2025 to execute this Agreement and receive the Severance Benefits described below.

RECITALS

A. You have been an at-will employee of the Company, and the Parties have determined your employment with the Company is terminating effective March 1, 2025 (the "Separation Date").

B. As of February 24, 2025 (the "Transition Date"), you resigned as the Company's Chief Executive Officer and a member of the Company's board of directors (the "Board"), and from any other officer or director positions you occupied with the Company or any subsidiary or affiliate of the Company immediately prior to the Transition Date.

C. The Parties wish by this Agreement to fully and finally resolve, settle, and compromise any and all issues, disputes, differences, claims, and/or liabilities arising out of or relating to your employment with the Company.

In consideration of the foregoing Recitals and of the promises, covenants, and conditions contained herein, the Parties hereby agree as follows:

1. **Consideration.** You acknowledge that you will only receive the consideration provided in this Section 1 if you (i) return all Company property on or before the Effective Date (as defined below); and (ii) have signed this Agreement. Contingent upon your compliance with (i)-(ii) in the foregoing sentence, the Company agrees to provide you with the following consideration: (i) a single lump payment in an amount equal to twelve (12) months of your base salary (which amount is $600,000), plus one hundred (100%) of your annual target bonus in effect as of the Separation Date (which amount is $600,000), for a total payment of $1,200,000, less all applicable withholdings and (ii) reimburse you for the payments you make for COBRA coverage for you and your covered dependents as of the Separation Date for a period of up to the first twelve (12) full calendar months that occur after the Separation Date or until you have secured health insurance coverage through another employer, whichever occurs first ((i)-(ii), the "Severance Benefits"); and (iii) the Company will not contest your eligibility for unemployment insurance benefits following your separation, but reserves the right to truthfully and fully answer any inquiries from any government agency regarding your application for unemployment benefits. The Company will make the separation payment described in clause (i) above on the next standard payday following the Effective Date via direct deposit.

2. **Payment of Compensation and Receipt of All Benefits**. Between the Transition Date and the Separation Date, you continued your at-will employment with the Company in a non-executive capacity and continued to receive your same compensation and benefits as in effect immediately prior to the Transition Date. You acknowledge and represent that as of the Separation Date, the Company has paid or provided all salary, wages, bonuses, vacation/paid time off, premiums, leaves, housing allowances, relocation costs, interest, severance, outplacement costs, fees, reimbursable expenses, commissions, stock, stock options, vesting, and any and all other benefits and compensation due to you. You acknowledge that, prior to the execution of this Agreement, you were not entitled to receive any additional money from the Company and that the only payments and benefits that you are entitled to receive from the Company in the future are those specified in this Agreement. You acknowledge that (i) your annual bonus for fiscal year 2024 of $504,600, which is based on actual achievement as determined by the Board or its Compensation Committee in its sole discretion, is being paid to you prior to the Separation Date at the same time as bonuses for fiscal year 2024 are being paid to the Company's other senior executives and (ii) your outstanding Company equity awards that otherwise are scheduled to vest on March 1, 2025 have vested in accordance with their terms on

such date, and that you will not be entitled to additional vesting of your Company equity awards following the Separation Date, including with respect to any earned, but unvested performance-based restricted stock units granted in fiscal 2024.

3. **Benefits**. Your health insurance benefits ceased on the last day of the month in which the Separation Date occurs (except as otherwise set forth in the Company's applicable benefit plan(s)), subject to your right to continue your health insurance under COBRA (if any). Your participation in all benefits and incidents of employment, including, but not limited to, vesting in stock options, and the accrual of bonuses, vacation, and paid time off, ceased as of the Separation Date.

4. **Acknowledgments**. By signing this Agreement, you understand and acknowledge: (a) you are receiving the benefits set forth herein because you have entered into this Agreement and would not otherwise be entitled to receive them otherwise; (b) your signing of and your agreement to this Agreement is knowing and voluntary and that you have not been coerced or threatened; (c) except as otherwise provided in this Agreement, you are not entitled to receive compensation or benefits of any kind from the Company on or after the Separation Date; (d) the Company has properly provided you any leave of absence because of your or a family member's health condition or military service and you have not been subjected to any improper treatment, conduct or actions due to a request for or taking such leave; (e) you have not suffered or incurred any workplace injury in the course of your employment with the Company on or before the date of your signing this Agreement, other than any injury that was the subject of an injury report or workers' compensation claim on or before that date; (f) you having had the opportunity to provide the Company with written notice of any and all concerns regarding suspected ethical and compliance issues or violations on the part of the Company or any other Released Party; and (g) you have not filed any complaint, charge, lawsuit, or other legal action that is now pending against the Company or any other Released Party.

5. **Release of Claims**. In consideration for receiving the benefits described above, to the fullest extent permitted by law, you and your heirs, executors, beneficiaries, successors, assignees, immediate family members, and any other person or entity who could now or hereafter assert a claim in your name or on your behalf waive, release, and forever discharge the Company or its predecessors, successors or past or present subsidiaries, stockholders, directors, officers, former or current employees, consultants, attorneys, agents, assigns and employee benefit plans ("Released Parties") with respect to any matter, from any and all past, present, or future claims, lawsuits, demands, actions, or causes of actions, whether or not now known (collectively "Claims"), including (without limitation) any matter related to your employment with the Company and/or the termination of that employment. The claims which you agree to release and settle include, but are not limited to: (i) any claim of alleged discrimination, harassment, or retaliation, under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1866, the Americans With Disabilities Act, the Equal Pay Act, the Rehabilitation Act, the Genetic Information Nondiscrimination Act, or any other federal, state, or local statute or common law which forbids discrimination, harassment, or retaliation in any aspect of employment; (ii) any claim of negligence, breach of an express or implied employment contract, violation of public policy, wrongful discharge, conspiracy, fraud, infliction of emotional distress, mental or physical injury, or defamation; (iii) any claim for benefits under any of the Company's employee benefits plans; (iv) any claim for wages, bonuses, commissions, vacation pay, sick pay, severance or compensation of any kind; (v) any claim or violation under any other federal, state, or local statute or common law that may apply in the context of your employment with the Company, including, but not limited to, the Employee Retirement Income Security Act, the False Claims Act, and the federal Worker Adjustment and Retraining Notification Act (WARN Act) or any similar state or local law governing plant closings or mass layoffs; and (vi) any claim for reinstatement, equitable relief, or damages of any kind whatsoever. The scope of what you release in this Agreement includes, but is not limited to, a full general release of any and all Claims or potential Claims that you may have against the Company and/or against any of the other Released Parties, for any and all injunctive relief, declaratory relief, physical injury, personal injury, and injury of any and all other kinds, and/or any and all other kinds of alleged

damages, or other monetary obligation, or obligation of any other sort, including but not limited to, any and all compensatory damages, emotional distress damages, punitive damages, costs, attorneys' fees, and any and all other kinds of damages that are based in whole or in part on any act or omission occurring before this Agreement becomes effective. However, this release covers only those claims that arose prior to the execution of this Agreement. Execution of this Agreement does not bar any claim that arises hereafter, including (without limitation) a claim for breach of this Agreement. This release of claims does not affect your vested rights in and to any benefit plan to which you may be entitled upon your separation.

6. **Waiver**. You expressly waive and release any and all rights and benefits under Section 1542 of the California Civil Code (or any analogous law of any other state), which reads 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.

You expressly waive and release any and all rights and benefits under Section 1542 of the California Civil Code (or any analogous law of any other state) with respect to the claims released hereby to the full extent allowed by applicable law. In connection with such waiver and release, you acknowledge and agree that you may hereafter discover claims or facts in addition to or different from those which you now know or believe to be true with respect to the matters released herein, but that it is your intention to fully, finally and forever, waive, release and relinquish all such matters and all such claims relative thereto which do exist, may exist, or heretofore have existed. In furtherance of such intention, the release given herein shall be and remain in effect as the full and complete general release of any such additional or different claims or facts relative thereto. However, this release covers only those claims that arose prior to the execution of this Agreement. Execution of this Agreement does not bar any claim that arises hereafter, including (without limitation) a claim for breach of this Agreement.

7. **Consideration Period**. This Agreement is executed voluntarily and without any duress or undue influence on the part or behalf of the Parties hereto, with the full intent of releasing all claims. You acknowledge that:

a) you are entitled to a full twenty-one (21) days within which to consider this Agreement before executing it, that no changes to this Agreement, whether material or immaterial, shall restart the twenty-one-day period, and that if you sign this Agreement before this consideration period has ended you freely and voluntarily waive the remainder of the consideration period;
b) you have seven days after signing this Agreement to revoke by sending a revocation to hr@marqeta.com and that this Agreement shall not be effective until after the revocation period has expired;
c) this Agreement will become effective on the eighth (8th) day after you signed this Agreement, so long as it has been signed by the Parties and has not been revoked by either Party before that date (the "Effective Date");
d) you have carefully read and fully understand all of the provisions of this Agreement;
e) you have been and are in this Agreement advised by the Company to consult an attorney prior to deciding whether to accept this Agreement;
f) you understand the terms and consequences of this Agreement and of the releases it contains; and
g) you are fully aware of the legal and binding effect of this Agreement.

8. **Right to Engage in Protected Activity**. Nothing in this Agreement shall be construed to waive any right provided by law that is not subject to waiver by private agreement. It is also expressly understood that nothing in this Agreement shall prohibit you from bringing any

complaint, claim or action seeking to challenge the validity of, or alleging a breach of this Agreement by the Company. In addition, nothing in this Agreement including but not limited to the acknowledgments, release of claims, proprietary information, confidentiality, cooperation, and non-disparagement provisions waives your right to testify in an administrative, legislative, or judicial proceeding concerning alleged criminal conduct or alleged sexual harassment on the part of the Company, or on the part of the agents or employees of the Company, when you have been required or requested to attend such a proceeding pursuant to a court order, subpoena, or written request from an administrative agency or the legislature. Further, you agree and acknowledge that nothing contained in this Agreement will prevent you from filing a charge or complaint with, reporting possible violations of any law or regulation, providing information or documents to, and/or participating in any investigation or proceeding conducted by, the National Labor Relations Board, the Equal Employment Opportunity Commission, the Securities and Exchange Commission, and/or any governmental authority charged with the enforcement of any laws, provided that by signing this Agreement, you are waiving all rights to individual relief from Released Parties (including but not limited to backpay, front pay, reinstatement, or other legal or equitable relief) based on claims asserted in such a charge or complaint, or asserted by any third-party on your behalf, except where such a waiver of individual relief is prohibited and except for any right you may have to receive a payment from a government agency (and not the Company) for information provided to a government agency. Additionally, nothing in this Agreement prevents a non-management, non-supervisory employees from engaging in protected concerted activity under §7 of the NLRA or similar state law such as joining, assisting, or forming a union, bargaining, picketing, striking, or participating in other activity for mutual aid or protection, or refusing to do so; this includes using or disclosing information acquired through lawful means regarding wages, hours, benefits, or other terms and conditions of employment, except where the information was entrusted to the employee in confidence by the Company as part of the employee’s job duties. Notwithstanding your confidentiality and non-disclosure obligations in this Agreement and otherwise, you understand that as provided by the Federal Defend Trade Secrets Act, you will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret made: (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (2) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

9. **No Admission**. Nothing contained herein shall be construed as an admission of wrongdoing, violation of any federal, state, or local law, or violation of any Company policy or procedure by either you or the Company or any of its divisions, affiliates or any of their respective officers, directors, or employees.

10. **Other Agreements**. At all times in the future, you will remain bound by your At-Will Employment, Confidential Information, Invention Assignment, and Arbitration Agreement with the Company that you signed on May 25, 2022 (to the extent applicable) (the “Confidentiality Agreement”). Any prior agreements between or directly involving you and the Company are superseded by this Agreement, except (i) any prior agreements related to arbitration, inventions, business ideas, confidentiality of corporate information, and unfair competition remain intact, (ii) the Indemnification Agreement between the Company and you as in effect immediately prior to the Separation Date, and (iii) the Company’s Compensation Recovery Policy, as it shall hereinafter be amended in accordance with applicable law. This Agreement may be modified only in a written document signed by you and a duly authorized officer of the Company. You represent that you have not relied upon any representations or statement in entering into this Agreement which are not specifically set forth in this Agreement.

11. **Severability**. If any term of this Agreement, with the exception of Section 5, is held to be invalid, void or unenforceable, the remainder of this Agreement will remain in full force and effect and will in no way be affected, and the parties will use their best efforts to find an alternate way to achieve the same result.

12. **No Reliance**. The parties represent and acknowledge that, in executing this Agreement, they do not rely and have not relied upon any representation or statement made by any of the parties or by any of the parties' agents, attorneys, or representatives with regard to the subject matter, basis, or effect of this Agreement or otherwise, other than those specifically stated in this written Agreement. In exchange for severance and other promises contained in this Agreement, you are entering into this Agreement voluntarily, deliberately, and with all information needed to make an informed decision to enter this Agreement, and you agree that have been given the opportunity to ask any questions regarding this Agreement and given notice of and an opportunity to retain an attorney or is already represented by an attorney.

13. **Section 409A.** Notwithstanding anything herein to the contrary, (i) if at the time of your termination of employment with the Company you are a "specified employee" as defined in Section 409A of the Code (and any related regulations or other pronouncements there under) and the deferral of the commencement of any payments or benefits otherwise payable hereunder as a result of such termination of employment is necessary in order to prevent any accelerated or additional tax under Section 409A of the Code, then the Company will defer the commencement of the payment of any such payments or benefits hereunder (without any reduction in such payments or benefits ultimately paid or provided to you) until the date that is six months following your termination of employment with the Company (or the earliest date as is permitted under Section 409A of the Code) and (ii) if any other payments of money or other benefits due to you hereunder could cause the application of an accelerated or additional tax under Section 409A of the Code, such payments or other benefits shall be deferred if deferral will make such payment or other benefits compliant under Section 409A of the Code, or otherwise such payment or other benefits shall be restructured, to the extent possible, in a manner, determined by the Company, that does not cause such an accelerated or additional tax. Each payment made under this Agreement shall be designated as a "separate payment" within the meaning of Section 409A of the Code. The Company shall consult with you in good faith regarding the implementation of the provisions of this Section; provided that neither the Company nor any the Released Parties shall have any liability to you with respect thereto.

14. **No Disparagement**. Without otherwise limiting your right to participate in protected activity as set forth below, you agree that you will not make any negative or disparaging statements (orally or in writing) about the Company or its directors, officers, investors, customers, employees, products, services or business practices, except as required by law. This Paragraph does not, in any way, restrict or impede you from exercising protected rights to the extent that such rights cannot be waived by agreement or from complying with any applicable law or regulation or a valid order of a court of competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the law, regulation or order. You shall promptly provide written notice of any such order to Company's Legal Counsel (notices@marqeta.com).

15. **No Cooperation**. Subject to the Protected Activity provision, you agree that you will not knowingly encourage, counsel, or assist any attorneys or their clients in the presentation or prosecution of any disputes, differences, grievances, claims, charges, or complaints by any third party against any of the Released Parties, unless under a subpoena or other court order to do so or upon written request from an administrative agency or the legislature or as related directly to the ADEA waiver in this Agreement. You agree both to immediately notify the Company upon receipt of any such subpoena or court order or written request from an administrative agency or the legislature, and to furnish, within three (3) business days of its receipt, a copy of such subpoena or other court order or written request from an administrative agency or the legislature. If approached by anyone for counsel or assistance in the presentation or prosecution of any disputes, differences, grievances, claims, charges, or complaints against any of the Released Parties, you shall state no more than that you cannot provide counsel or assistance.

16. **Arbitration**. EXCEPT AS PROHIBITED BY LAW, THE PARTIES AGREE THAT ANY AND ALL DISPUTES ARISING OUT OF THE TERMS OF THIS AGREEMENT, THEIR INTERPRETATION, YOUR EMPLOYMENT WITH THE COMPANY OR THE

TERMS THEREOF, OR ANY OF THE MATTERS HEREIN RELEASED, SHALL BE SUBJECT TO ARBITRATION UNDER THE FEDERAL ARBITRATION ACT (THE "FAA") AND THAT THE FAA SHALL GOVERN AND APPLY TO THIS ARBITRATION AGREEMENT WITH FULL FORCE AND EFFECT; HOWEVER, WITHOUT LIMITING ANY PROVISIONS OF THE FAA, A MOTION OR PETITION OR ACTION TO COMPEL ARBITRATION MAY ALSO BE BROUGHT IN STATE COURT UNDER THE PROCEDURAL PROVISIONS OF SUCH STATE'S LAWS RELATING TO MOTIONS OR PETITIONS OR ACTIONS TO COMPEL ARBITRATION. YOU AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, YOU MAY BRING ANY SUCH ARBITRATION PROCEEDING ONLY IN YOUR INDIVIDUAL CAPACITY. ANY ARBITRATION WILL OCCUR IN ALAMEDA COUNTY, CALIFORNIA BEFORE JAMS, PURSUANT TO ITS EMPLOYMENT ARBITRATION RULES & PROCEDURES ("JAMS RULES"), EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION. THE PARTIES AGREE THAT THE ARBITRATOR SHALL HAVE THE POWER TO DECIDE ANY MOTIONS BROUGHT BY ANY PARTY TO THE ARBITRATION, INCLUDING MOTIONS FOR SUMMARY JUDGMENT AND/OR ADJUDICATION, AND MOTIONS TO DISMISS AND DEMURRERS, APPLYING THE STANDARDS SET FORTH UNDER THE CALIFORNIA CODE OF CIVIL PROCEDURE. THE PARTIES AGREE THAT THE ARBITRATOR SHALL ISSUE A WRITTEN DECISION ON THE MERITS. THE PARTIES ALSO AGREE THAT THE ARBITRATOR SHALL HAVE THE POWER TO AWARD ANY REMEDIES AVAILABLE UNDER APPLICABLE LAW, AND THAT THE ARBITRATOR MAY AWARD ATTORNEYS' FEES AND COSTS TO THE PREVAILING PARTY, WHERE PERMITTED BY APPLICABLE LAW. THE ARBITRATOR MAY GRANT INJUNCTIONS AND OTHER RELIEF IN SUCH DISPUTES. THE DECISION OF THE ARBITRATOR SHALL BE FINAL, CONCLUSIVE, AND BINDING ON THE PARTIES TO THE ARBITRATION. THE PARTIES AGREE THAT THE PREVAILING PARTY IN ANY ARBITRATION SHALL BE ENTITLED TO INJUNCTIVE RELIEF IN ANY COURT OF COMPETENT JURISDICTION TO ENFORCE THE ARBITRATION AWARD. THE PARTIES TO THE ARBITRATION SHALL EACH PAY AN EQUAL SHARE OF THE COSTS AND EXPENSES OF SUCH ARBITRATION, AND EACH PARTY SHALL SEPARATELY PAY FOR ITS RESPECTIVE COUNSEL FEES AND EXPENSES; PROVIDED, HOWEVER, THAT THE ARBITRATOR MAY AWARD ATTORNEYS' FEES AND COSTS TO THE PREVAILING PARTY, EXCEPT AS PROHIBITED BY LAW. THE PARTIES HEREBY AGREE TO WAIVE THEIR RIGHT TO HAVE ANY DISPUTE BETWEEN THEM RESOLVED IN A COURT OF LAW BY A JUDGE OR JURY. NOTWITHSTANDING THE FOREGOING, THIS SECTION WILL NOT PREVENT EITHER PARTY FROM SEEKING INJUNCTIVE RELIEF (OR ANY OTHER PROVISIONAL REMEDY) FROM ANY COURT HAVING JURISDICTION OVER THE PARTIES AND THE SUBJECT MATTER OF THEIR DISPUTE RELATING TO THIS AGREEMENT AND THE AGREEMENTS INCORPORATED HEREIN BY REFERENCE. SHOULD ANY PART OF THE ARBITRATION AGREEMENT CONTAINED IN THIS SECTION CONFLICT WITH ANY OTHER ARBITRATION AGREEMENT BETWEEN THE PARTIES, THE PARTIES AGREE THAT THIS ARBITRATION AGREEMENT IN THIS SECTION SHALL GOVERN.

17. **Acknowledgment of Waiver of Claims under ADEA**. You understand and acknowledge that you are waiving and releasing any rights you may have under the Age Discrimination in Employment Act of 1967 ("ADEA"). You further acknowledge that this Agreement and the waiver and release reflected in this Section has been executed voluntarily and without any duress or undue influence on the part or behalf of the Parties hereto, with the full intent of releasing all claims, and that you:

a) have had more than twenty-one days to consider this Agreement;

b) have seven days after signing this Agreement to revoke by sending a revocation to hr@marqeta.com and that this Agreement shall not be effective until after the revocation period has expired;

c) have carefully read and fully understand all of the provisions of this Agreement;

d) should consult an attorney prior to executing this Agreement;
e) understand the terms and consequences of this Agreement and of the releases it contains;
f) are fully aware of the legal and binding effect of this Agreement; and
g) understand that nothing in this Agreement prevents or precludes you from challenging or seeking a determination in good faith of the validity of this waiver under the ADEA, nor does it impose any condition precedent, penalties, or costs for doing so, unless specifically authorized by federal law.

The Parties agree that changes, whether material or immaterial, do not restart the running of the 21-day period.

18. **Acknowledgments and Representations**:

a) With the receipt of your final paycheck, you agree you have received all compensation or wages owed to you as a result of your employment with the Company.
b) You agree that you have submitted and been reimbursed for all business expenses incurred by you during your employment.
c) You represent that you have returned to the Company all property that belongs to the Company, including (without limitation) electronic or physical copies of documents that belong to the Company and files stored on your computer(s) that contain information belonging to the Company, identification cards or badges, access codes or devices, keys, laptops, computers, telephones, mobile phones, hand-held electronic devices, and credit cards. You acknowledge that all documents compiled by you or made available to you during the term of your employment with the Company concerning its business or customers is the Company's property, whether or not confidential, and has been returned by you to the Company.
d) You represent that you have not signed this Agreement until on or after your date of separation from the Company.
e) Effective as of the Transition Date, you agree that you resigned as the Company's Chief Executive Officer, as a member of the Board, and from any officer or director positions you occupied with the Company or any subsidiary or affiliate of the Company immediately prior to the Transition Date, and agree to execute any necessary documents or other forms necessary to effectuate or document your resignation as a matter of local, state, federal, or international law.

19. **Unemployment Insurance**. The Company will not contest your eligibility for unemployment insurance benefits following your separation, but reserves the right to truthfully and fully answer any inquiries from any government agency regarding your application for unemployment benefits.

20. **Breach**. You acknowledge and agree that any material breach of this Agreement, unless such breach constitutes a legal action by you challenging or seeking a determination in good faith of the validity of the waiver herein under the ADEA, or of any provision of the Confidentiality Agreement shall entitle the Company immediately to recover and/or cease providing the consideration provided to you under this Agreement and to obtain damages, except as provided by law.

21. **Post-Employment Cooperation**. Following the Separation Date, you agree to cooperate with and assist the Company, including but not limited to providing prompt, accurate and complete responses to questions, producing requested documents, submitting requested declarations attesting to facts known by you, and preparing for, submitting to and attending any deposition or trial in which their testimony is requested by the Company in any action against the Company. The Company will pay you the hourly rate of Four Hundred Dollars ($400.00) per hour, plus reasonable and necessary expenses for any services or travel after the Separation Date upon your submission of invoices and receipts for any and all pre-approved services and expenses.

22. **Choice of Law**. This Agreement will be construed under the law of the state of California.

23. **No Waiver**. Failure by any party to enforce any rights or remedies provided in this Agreement shall not be deemed a waiver of those rights.

24. **Execution**. This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute one agreement. Execution of a facsimile copy will have the same force and effect as execution of an original, and a facsimile signature will be deemed an original and valid signature.

Please indicate your agreement with the above terms by signing below.

I acknowledge that I have read and understand this Agreement, I agree to the terms of this Agreement, and I am voluntarily signing this release of all claims.

SIMON KHALAF, an individual

/s/ Simon Khalaf
Signature of Simon Khalaf
Dated: March 1, 2025

COMPANY

/s/ Judson C. Linville
Signature of Judson C. Linville, Non-Executive Chair of the Board
Dated: February 28, 2025

(Delivered via email) Exhibit 10.4

Subject: Retention Package Summary for ____

Dear ______,

We would like to express our deep appreciation for your past contributions during your time as a Marqetan. To recognize these contributions and your criticality to the future success of your team and the company, we are pleased to communicate that as a valued member of the executive team of Marqeta, Inc. (the "**Company**"), you will receive a one-time retention award of $________ (the "**Retention Award**"), on the terms and conditions below:

a. $__________ of the Retention Award will be payable in cash upon the earlier of the date that is 12 months following the Effective Date or the Board's appointment of a new Chief Executive Officer (the date of such appointment, the "**Appointment Date**"), subject to you remaining employed through that date; and

b. $_________ of the Retention Award will be granted in the form of Company restricted stock units ("**RSUs**") following the Effective Date, with the number of RSUs calculated in accordance with the Company's equity grant practices. The RSUs will vest on the date that is six months following the Appointment Date, subject to your continued employment with the Company through such date; provided, however, that if, following the Appointment Date, your employment with the Company is terminated without Cause (as defined in the Company's Executive Severance Plan as currently in effect), 100% of your RSUs immediately will vest subject to you satisfying the Release Requirement (as defined in the Company's Executive Severance Plan as currently in effect). Your RSUs will be subject to the terms and conditions of the Company's 2021 Stock Option and Incentive Plan and the applicable award agreement thereunder.

Any Retention Award payments will be subject to any applicable tax and other withholdings.

All other terms of your employment with the Company in effect immediately prior to the Effective Date will continue to apply, except as otherwise described herein. Your employment with the Company continues to be at-will, and nothing herein is intended to constitute a guarantee of future employment or service with the Company.

This letter may be amended only by a written agreement between you and the Company and will supersede any other oral or written agreement with respect to this subject matter. This letter will be governed by the internal substantive laws, but not the choice of law rules, of the State of California.

Please confirm your agreement to the foregoing by signing and dating this letter in the space provided below for your signature and returning it to me.

Sincerely,

Jud Linville
Chairman, Marqeta Board of Directors

Name: ________

Cc: Employee File

Exhibit 31.1

**CERTIFICATION OF PRINCIPAL EXECUTIVE AND FINANCIAL OFFICER
PURSUANT TO
SECURITIES EXCHANGE ACT OF 1934 RULES 13a-14(a) AND 15d-14(a),
AS ADOPTED PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Michael (Mike) Milotich, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Marqeta, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. I am responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

    a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, 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;

    c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. I have disclosed, based on my most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

    a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

    b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 7, 2025

By: /s/ Michael (Mike) Milotich
Michael (Mike) Milotich
Interim Chief Executive Officer & Chief Financial Officer
(Principal Executive, Financial, and Accounting Officer)

Exhibit 32.1

CERTIFICATION OF CHIEF EXECUTIVE AND CHIEF FINANCIAL OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

I, Michael (Mike) Milotich, Interim Chief Executive Officer and Chief Financial Officer of Marqeta, Inc., certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that the Quarterly Report on Form 10-Q of Marqeta, Inc. for the quarter ended March 31, 2025 fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that the information contained in such Quarterly Report on Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of Marqeta, Inc.

Date: May 7, 2025	By: /s/ Michael (Mike) Milotich
	Michael (Mike) Milotich
	Interim Chief Executive Officer & Chief Financial Officer
	(Principal Executive, Financial, and Accounting Officer)