
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549**

FORM 8-K

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

Date of report (Date of earliest event reported): February 23, 2009

NCR CORPORATION

(Exact Name of Registrant Specified in Charter)

Commission File Number 001-00395

Maryland
(State or Other Jurisdiction
of Incorporation)

31-0387920
(I.R.S. Employer
Identification No.)

**1700 S. Patterson Blvd.
Dayton, Ohio 45479**
(Address of principal executive offices and zip code)

Registrant's telephone number, including area code: (937) 445-5000

N/A
(Former name or former address, if changed since last report)

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240, 14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240, 13e-4(c))
-
-

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

(e) At its meeting on February 23, 2009 (the “February 2009 Meeting”), the Compensation and Human Resource Committee (the “Committee”) of the NCR Board of Directors (the “Board”) took certain actions, including those described below, relating to the compensation of its Chief Executive Officer, Chief Financial Officer, and other named executive officers. The actions described below were taken by resolutions approved by all of the members of the Committee, each of whom is considered an “outside” director for purposes of Section 162(m) of the Internal Revenue Code.

Performance Measures for 2009 Annual Bonuses

At its February 2009 Meeting, the Committee determined that the amount of 2009 awards payable to executive officers under the Company’s Management Incentive Plan (the “MIP”) shall be 1.5% of 2009 earnings before income taxes for the Chief Executive Officer and .75% of 2009 earnings before income taxes for each other executive officer, with such amounts to be subject to downward, but not upward, discretion as provided in the MIP. The Committee also approved performance measures to be considered, along with other factors, if any, deemed to be appropriate by the Committee, in exercising downward discretion to determine the amount of the annual bonuses, if any, that will be paid to the Company’s executive officers under the MIP in respect of fiscal 2009 (the “2009 Annual Bonus”). The Committee also determined that no 2009 Annual Bonus will be awarded unless the Company achieves a minimum NPOI (as defined below). As approved by the Committee, performance measures that will be considered when determining the 2009 Annual Bonuses will include three components, which components are tied respectively to (1) Annual Financial Objectives, (2) Customer Success Targets and (3) Management by Objective (“MBO”) goals, which include diversity objectives. Each of these three components is described below.

Annual Financial Objectives

The specified performance measures approved by the Committee in respect of this component of the 2009 Annual Bonus for the Chief Executive Officer, Chief Financial Officer and other named executive officers, and the weight attributed to each, were as follows:

<u>Financial Measure</u>	<u>Executives/Weightings</u>			
	<u>William Nuti (CEO)</u>	<u>Anthony Masseti (SVP and CFO)</u>	<u>Chris Wallace (SVP, NCR Services)</u>	<u>Peter Lieb (SVP, General Counsel and Secretary)</u>
Company Non-Pension Operating Income (“NPOI”) ⁽¹⁾ after Capital Charge ⁽²⁾	100%	100%	0%	100%
Services NPOI			100%	
Total	100%	100%	100%	100%

- (1) NPOI is a non-GAAP financial measure used by NCR due to the significant change in pension expense from year to year. Company NPOI includes the Company’s income from operations under U.S. generally accepted accounting principles less pension income/expense.
- (2) Capital Charge is a formula used to determine the total cost of capital deployed. It includes accounts receivable plus inventory, plant, property and equipment, other current assets and capitalized software less accounts payable, payroll and employee benefits, other current liabilities and post retirement benefits.

Customer Success Targets

All executive officers are eligible to earn an amount under the 2009 Annual Bonus of up to ten percent of his or her base salary based upon the Company's achievement against specified "customer success" measures, to be determined in the Committee's discretion.

MBO goals, including Diversity

All executive officers, except for our Chief Executive Officer, have multiple quantitative and/or qualitative MBO's. Diversity is included as an MBO for each executive officer who has MBO's. A discretionary multiplier will be applied to the annual financial metric, based on the applicable executive officer's performance under the MBO's.

Long-Term Incentives and Performance-Based Award Agreements under the NCR 2006 Stock Incentive Plan

At its February 2009 Meeting, the Committee approved the design and metrics of the Company's long-term incentive program, under which annual and ad hoc equity awards are made to executive officers under the NCR 2006 Stock Incentive Plan, as amended and restated (the "Stock Plan"). The award terms are slightly different than in prior years. First, all awards granted under the annual program will be in the form of performance-based restricted stock units. Second, the performance-based equity awards will be subject to a one-year performance period and an additional two-year time-based vesting requirement.

At its meeting on December 12, 2008 and as previously disclosed on Form 8-K filed on December 16, 2008, the Committee adopted forms of award agreements to be used for performance-based equity awards granted in 2009. In order to reflect the new terms described in the paragraph above, the Committee approved at its February 2009 Meeting revised forms of the performance-based restricted stock agreement and performance-based restricted stock unit agreement to be used in connection with such performance-based awards made under the Stock Plan. The performance-based restricted stock agreement is expected to be used in connection with all performance-based restricted stock grants awarded under the Stock Plan to executive officers. The performance-based restricted stock unit agreement is expected to be used in connection with all performance-based restricted stock units awarded under the Stock Plan to executive officers, except as described below. Copies of the forms of performance-based restricted stock agreement and performance-based restricted stock unit agreement are attached hereto as Exhibits 10.1 and 10.2, respectively, and are hereby incorporated by reference in this Item 5.02.

The Committee granted awards under the annual program at its February 2009 Meeting to our Chief Executive Officer, Chief Financial Officer and other named executive officers consisting of performance-based restricted stock units of NCR Common Stock with a dollar value as listed below, each effective as of February 23, 2009, under the Stock Plan. The form of agreement used to document the award of performance-based restricted stock units of NCR Common Stock are filed with this Form 8-K.

<u>Award</u>	<u>Executives/Dollar Value</u>			
	<u>William Nuti (CEO)</u>	<u>Anthony Massetti (SVP and CFO)</u>	<u>Chris Wallace (SVP, NCR Services)</u>	<u>Peter Lieb (SVP, General Counsel and Secretary)</u>
Performance-Based Restricted Stock Units	\$4,700,000	\$1,125,000	\$630,000	\$ 540,000

Also at its February 2009 Meeting, the Committee granted an additional performance-based retention award under the annual program to our Chief Executive Officer consisting of performance-based restricted stock units of NCR Common Stock with a dollar value equal to \$3,000,000, effective as of February 23, 2009, under the Stock Plan. The award is subject to a one-year performance period and the Chief Executive Officer's continued employment with the Company until February 23, 2012. The applicable performance metric is a minimum level of NPOI, and the award will vest at one hundred percent based on the achievement of such performance metric. The award is subject to downward, but not upward, discretion. The award will be subject to an award agreement that includes these terms, as well as the other applicable standard terms and conditions included in the form of 2009 performance-based restricted stock unit agreement.

Reduction in Compensation and Benefits under NCR Change in Control Severance Plan

At its February 2009 Meeting, the Committee approved revisions to the tier levels to which certain executive officer positions are assigned under the NCR Change in Control Severance Plan (the "CIC Plan"). At its meeting on February 23, 2009, the Board adopted a revised Exhibit A to the CIC Plan, which lists such positions and tier levels. The current positions and tier levels are listed below. As a result of the changes, certain compensation and benefits under the CIC Plan were reduced for the affected executive officers, including our named executive officers. In particular, the positions of Mr. Massetti and Ms. Wallace were reduced from Tier I to Tier II, meaning that the multiplier used to determine certain compensation and benefits under the CIC Plan was reduced from 300 percent to 200 percent. No executive officer had an increase in compensation or benefits payable under the CIC Plan as a result of these changes.

<u>Position</u>	<u>Tier Level</u>
President and Chief Executive Officer	I
Executive Vice President, Industry Solutions Group	II
Senior Vice President and Chief Financial Officer	II
Senior Vice President, Worldwide Sales	II
Senior Vice President, NCR Services	II
Senior Vice President, Worldwide Operations	II
Senior Vice President, General Counsel and Secretary	II
Senior Vice President, Human Resources	II
Senior Vice President and General Manager, NCR Consumables	II

Item 9.01 Financial Statements and Exhibits.

(c) Exhibits:

The following exhibits are filed with this current report on Form 8-K:

<u>Exhibit No.</u>	<u>Description of Exhibit</u>
10.1	Form of 2009 Performance Based Restricted Stock Agreement under the 2006 Stock Incentive Plan, as amended and restated.
10.2	Form of 2009 Performance Based Restricted Stock Unit Agreement under 2006 Stock Incentive Plan, as amended and restated.

SIGNATURE

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

NCR Corporation

Dated: February 27, 2009

By: /s/ Nelson F. Greene
Nelson F. Greene
Assistant Secretary

**2009 Performance Based Restricted Stock Agreement
NCR 2006 Stock Incentive Plan**

You have been awarded a number of restricted shares of NCR common stock (the “Restricted Stock”) under the 2006 Stock Incentive Plan (the “Plan”) of NCR Corporation (“NCR”), as listed on the restricted stock grant information page on the website of NCR’s third party Plan administrator, subject to the terms and conditions of this 2009 Performance Based Restricted Stock Agreement (this “Agreement”) and the Plan.

1. Subject to potential reduction as set forth in Section 2, one hundred and fifty percent of the Restricted Stock will become nonforfeitable (“Vested”) on December 31, 2011 (your “Vesting Date”), provided that (i) the Compensation and Human Resource Committee of the NCR Board of Directors (the “Committee”) has certified that NCR has achieved the level of Return on Capital (as defined below) described in your award letter for the period from January 1, 2009, through December 31, 2009 (the “Performance Period”), and (ii) you are continuously employed by NCR or any of its affiliate companies (referred to collectively herein as “NCR”) until your Vesting Date. In all cases, the Committee shall certify whether NCR has achieved the specified level of Return on Capital no later than March 15 of the calendar year following the end of the Performance Period.

2. The actual number of shares of Restricted Stock that become Vested based on achieving the level of Return on Capital during the Performance Period described in your award letter may be reduced by the Committee in its sole and absolute discretion based on such factors as the Committee determines to be appropriate and/or advisable including without limitation NCR’s achievement of Net Operating Profit (“NOP”) for the Performance Period. It is the current intention of the Committee that the Committee will exercise its discretion to reduce the number of shares of Restricted Stock that will Vest based on NCR’s achievement of NOP for the Performance Period as set forth in the following chart, provided, that the Committee reserves the right to deviate from such reduction formula based on achievement of NOP and may reduce the number of shares of Restricted Stock that will Vest based on such other factors as the Committee in its sole and absolute discretion determines to be appropriate and/or advisable; provided, however, that it is the intention of the Committee that it will deviate from such reduction formula based on achievement of NOP only in extreme and unusual circumstances:

<u>Net Operating Profit Level</u>	<u>Number of Shares Earned (as a % of Restricted Stock Awarded)</u>
Threshold	25%
Target	100%
Maximum	150%

3. “NOP” is defined as (A minus (B times C)). “A” equals the “Non-Pension Operating Income” (which is operating income before defined benefit pension expense (or income) and including costs attributable to stock options) for the Performance Period, as

reported by NCR at the conclusion of the Performance Period. "B" equals "Controllable Capital", which is working capital (comprised of accounts receivable plus inventory, minus the sum of accounts payable, deferred revenue and customer deposits), plus the sum of Property, Plant & Equipment, other current assets excluding taxes, and capitalized software, minus the sum of payroll and employee benefits and other current liabilities, excluding taxes and severance (FAS 112 liability). "C" equals 10%, which approximates NCR's weighted average cost of capital.

4. For purposes of this Agreement, "Return on Capital" shall mean Non-Pension Operating Income divided by Controllable Capital, each as defined in Section 3 above.

5. If your employment with NCR terminates prior to your Vesting Date due to: (i) your death; (ii) cessation of active employment by NCR as a result of a disability for which you qualify for benefits under the NCR Long-Term Disability Plan or another long-term disability plan sponsored by NCR ("Disability"); (iii) Retirement (defined as termination by you of your employment with NCR at or after age 55 with the Consent of the Committee other than, if applicable to you, for Good Reason (as described below) following a Change in Control (as defined in the Plan)); or (iv) reduction-in-force; then, as soon as reasonably possible following such termination and the end of the Performance Period, but not later than March 15 of the calendar year following the end of the Performance Period, and based upon the Committee's determination of Return on Capital, a pro rata portion of the Restricted Stock will become Vested. The pro rata portion will be determined by calculating the total number of shares you would have received (through Vesting of Restricted Stock) if your NCR employment had not terminated prior to your Vesting Date, and multiplying that number by a fraction, the numerator of which is the number of full and partial months of employment you completed after the date of grant of this award (the "Grant Date"), and the denominator of which is thirty-six months. If your employment terminates prior to your Vesting Date for any reason other than as otherwise described in this Section 5, the Restricted Stock will automatically be forfeited and no shares will be issued.

Notwithstanding any provision in this Agreement to the contrary:

(i) in the event a Change in Control occurs on or prior to the first anniversary of grant and this restricted stock award is not assumed, converted or replaced by the continuing entity, the Restricted Stock shall Vest immediately prior to the Change in Control (without regard to performance or pro-ration) at the "Target" level,

(ii) in the event a Change in Control occurs after the first anniversary of grant and this restricted stock award is not assumed, converted or replaced by the continuing entity, the Restricted Stock shall Vest immediately prior to the Change in Control based on actual performance during the Performance Period,

(iii) in the event of a Change in Control on or prior to the first anniversary of grant wherein this restricted stock award is assumed, the Restricted Stock will Vest on your Vesting Date (without regard to performance or pro-ration) at the "Target" level, subject to your continued employment through and until your Vesting Date,

(iv) in the event of a Change in Control after the first anniversary of grant wherein this restricted stock award is assumed, the Restricted Stock will vest on your Vesting Date based on actual performance during the Performance Period, subject to your continued employment through and until your Vesting Date, and

(v) notwithstanding the provisions of clause (iii) and (iv) to the contrary, if, during the 24 months following the Change in Control, you incur a Termination of Employment (as defined in the Plan) by NCR other than for Cause or Disability (as such terms are defined in the Plan) or, if you are a participant in the NCR Change in Control Severance Plan, an NCR Severance Policy or a similar arrangement that defines "Good Reason" in the context of a resignation following a Change in Control and you terminate your employment for Good Reason as so defined, to the extent not then-Vested, the Restricted Stock award shall vest immediately upon your Termination of Employment at the level specified in clause (iii) or (iv) as applicable.

6. By accepting this award, unless disclosure is required by applicable law or regulation, you agree to keep this Agreement confidential and not to disclose its contents to anyone except your attorney, your immediate family, or your financial consultant, provided such persons agree in advance to keep such information confidential and not disclose it to others. The Restricted Stock will be forfeited if you violate the terms and conditions of this Section 6.

7. In the event of a stock dividend, stock split, reverse stock split, separation, spinoff, reorganization, extra-ordinary dividend of cash or other property, share combination, or recapitalization or similar event affecting the capital structure of NCR, the Committee or the Board of Directors of NCR shall make such substitutions or adjustments as it deems appropriate and equitable to the number and kind of securities subject to outstanding awards. In the case of Corporate Transactions (as defined in the Plan), such adjustments may include, without limitation, (1) the cancellation of outstanding awards in exchange for payments of cash, property or a combination thereof having an aggregate value equal to the value of such awards, as determined by the Committee or the Board of Directors of NCR in its sole discretion, *provided*, that in the event of the cancellation of such awards pursuant to this clause (1), the awards shall Vest in full immediately prior to the consummation of such Corporate Transaction; (2) the substitution of other property (including, without limitation, cash or other securities of NCR and securities of entities other than NCR) for the Restricted Stock subject to outstanding awards; and (3) in connection with any Disaffiliation (as defined in the Plan), arranging for the assumption of awards, or replacement of awards with new awards based on other property or other securities (including, without limitation, other securities of NCR and securities of entities other than NCR), by the affected Subsidiary, Affiliate (as such terms are defined in the Plan), or division or by the entity that controls such Subsidiary, Affiliate, or division following such Disaffiliation (as well as any corresponding adjustments to awards that remain based upon NCR securities). The Committee will adjust the Performance Goals (as defined in the Plan) applicable to any awards to reflect any unusual or non-recurring events and other extraordinary items, impact of charges for restructurings, discontinued operations, and the cumulative effects of accounting or tax changes, each as defined by generally accepted accounting principles and as identified in NCR's financial statements, notes to the financial statements, management's discussion and analysis or other NCR's SEC filings.

8. You will be the record owner of the Restricted Stock until such shares are forfeited, and as the record owner you will be entitled to all rights of a common stockholder of NCR, including without limitation, voting rights and rights to cash and in-kind dividends, if any, on the Restricted Stock; provided, however, that the right to dividends will be subject to Section 10 below, and, prior to your Vesting Date, the Restricted Stock is not freely transferable. As soon as practicable after your Vesting Date, subject to Section 11 below, NCR will instruct its Transfer Agent and/or third party Plan administrator to release the restrictions on your record account and the Restricted Stock will become freely transferable.

9. Prior to Vesting, the Restricted Stock may not be sold, transferred, pledged, assigned or otherwise alienated, except by beneficiary designation, will or by the laws of descent and distribution upon your death.

10. Any cash dividends declared before your Vesting Date on the Restricted Stock shall not be paid currently, but shall be reinvested in shares of common stock of NCR. Any shares resulting from such reinvestment (the "Dividend Shares") will be considered Restricted Stock for purposes of this Agreement and will be subject to all of the terms, conditions and restrictions set forth herein. As of each date that NCR would otherwise pay the declared dividend on the Restricted Stock (the "Dividend Payment Date") in the absence of the reinvestment requirements of this Section 10, the number of Dividend Shares will be determined by dividing the amount of dividends otherwise attributable to the Restricted Stock but not paid on Dividend Payment Date by the Fair Market Value of NCR's common stock on the Dividend Payment Date. The Committee may, in its discretion, take such action as it deems appropriate regarding in-kind dividends or distributions with respect to the Restricted Stock prior to your Vesting Date, which actions may include, without limitation, current distribution or liquidation or reinvestment in Restricted Stock. Any securities or property so distributed may, in the Committee's discretion, be subject to any or all of the forfeiture provisions set forth in this Agreement.

11. NCR has the right to deduct or cause to be deducted from, or collect or cause to be collected, with respect to the taxation of any Restricted Stock, any federal, state or local taxes required by the laws of the United States or any other country to be withheld or paid with respect to the Restricted Stock, and you or your legal representative or beneficiary will be required to pay any such amounts. By accepting this award, you consent and direct that, if you are paid through NCR's United States payroll system at the time the Restricted Stock vests, NCR's stock plan administrator will withhold or sell the number of shares of Restricted Stock from your award as NCR, in its sole discretion, deems necessary to satisfy such withholding requirements. If you are paid through a non-United States NCR payroll system, you agree that NCR may satisfy any withholding obligations by withholding cash from your compensation otherwise due to you or by any other action as it may deem necessary to satisfy the withholding obligation.

12. In exchange for the Restricted Stock, you agree that during your employment with NCR and for a twelve (12) month period after the termination of employment (or if applicable law mandates a maximum time that is shorter than twelve (12) months, then for a period of time equal to that shorter maximum period), regardless of the reason for termination, you will not, yourself or through others, without the prior written consent of the Chief Executive Officer of NCR; (a) render services directly or indirectly to, or become employed by, any Competing Organization (as defined in this Section 12) to the extent such services or employment involves the development, manufacture, marketing, advertising, sale or servicing of any product, process, system or service which is the same

or similar to, or competes with, a product, process, system or service manufactured, sold, serviced or otherwise provided by NCR, its subsidiaries or affiliates, to its customers and upon which you worked or in which you participated during the last two (2) years of your NCR employment; (b) directly or indirectly recruit, hire, solicit or induce, or attempt to induce, any exempt employee of NCR, its subsidiaries or affiliates, to terminate his or her employment with NCR, its subsidiaries or affiliates, or otherwise cease his or her relationship with NCR, its subsidiaries or affiliates; or (c) solicit the business of any firm or company with which you worked during the preceding two (2) years while employed by NCR, including customers of NCR, its subsidiaries or affiliates. If you breach the terms of this Section 12, you agree that in addition to any liability you may have for damages arising from such breach, any unvested Restricted Stock will be immediately forfeited, and you will pay to NCR the Fair Market Value of any Restricted Stock that Vested during the twelve (12) months prior to the date of termination of your employment. Such Fair Market Value shall be determined as of the Vesting Date. If you breach the terms of this Section 12 prior to your Vesting Date but after your employment terminates due to the circumstances described in the first paragraph of Section 5, your award will be forfeited and you will not receive a pro rata portion of the Restricted Stock.

As used in this Section 12, "Competing Organization" means an organization identified as a Competing Organization by the Chief Executive Officer of NCR for the year in which your employment with NCR terminates, and any other person or organization which is engaged in or about to become engaged in research on or development, production, marketing, leasing, selling or servicing of a product, process, system or service which is the same or similar to or competes with a product, process, system or service manufactured, sold, serviced or otherwise provided by NCR to its customers. The list of Competing Organizations identified by the Chief Executive Officer is maintained by the NCR Law Department.

13. By accepting the Restricted Stock, you agree that, where permitted by local law, any controversy or claim arising out of or related to this Agreement or your employment relationship with NCR shall be resolved by arbitration. If you are employed in the United States, the arbitration shall be pursuant to the NCR dispute resolution policy and the then current rules of the American Arbitration Association and shall be held at a neutral location, in or near the city where you work or have worked for NCR if you reported into an NCR facility; or if you worked out of your residence, the capital city or nearest major city in the state in which you reside. If you are employed outside the United States, where permitted by local law, the arbitration shall be conducted in the regional headquarters city of the business organization in which you work. The arbitration shall be held before a single arbitrator who is an attorney knowledgeable in employment law. The arbitrator's decision and award shall be final and binding and may be entered in any court having jurisdiction. For arbitrations held in the United States, issues of arbitrability shall be determined in accordance with the federal substantive and procedural laws relating to arbitration; all other aspects shall be interpreted in accordance with the laws of the State of Ohio. Each party shall bear its own attorney's fees associated with the arbitration and other costs and expenses of the arbitration shall be borne as provided by the rules of the American Arbitration Association for an arbitration held in the United States, or similar applicable rules for an arbitration held outside the United States. The Restricted Stock will be forfeited if the Committee determines that you engaged in misconduct in connection with your employment with NCR. If any portion of this paragraph is held to be unenforceable, it shall be severed and shall not affect either the duty to arbitrate or any other part of this paragraph.

Notwithstanding the preceding subparagraph, you acknowledge that if you breach Section 12, NCR will sustain irreparable injury and will not have an adequate remedy at law. As a result, you agree that in the event of your breach of Section 12, NCR may, in addition to any other remedies available to it, bring an action in a court of competent jurisdiction for equitable relief to preserve the status quo pending appointment of an arbitrator and completion of an arbitration. You stipulate to the exclusive jurisdiction and venue of the state and federal courts located in Montgomery County, Ohio, the location from which NCR's equity programs are administered, for any such proceedings.

14. Subject to the terms of this Agreement, you may at any time designate one or more beneficiaries to receive all or part of any Restricted Stock to be distributed in case of your death, and you may change or revoke such designation at any time. In the event of your death, any Restricted Stock distributable hereunder that is subject to such a designation will be distributed to such beneficiary or beneficiaries in accordance with this Agreement. Any other Restricted Stock not designated by you will be distributable to your estate. If there is any question as to the legal right of any beneficiary to receive a distribution hereunder, the Restricted Stock in question may be transferred to your estate, in which event NCR will have no further liability to anyone with respect to such Restricted Stock.

15. The provisions of this Agreement are severable. If any provision of this Agreement is held to be unenforceable or invalid by a court or other tribunal of competent jurisdiction (including an arbitration tribunal), it shall be severed and shall not affect any other part of this Agreement, which will be enforced as permitted by law.

16. The terms of this award of Restricted Stock as evidenced by this Agreement may be amended by the NCR Board of Directors or the Committee.

17. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Plan, the terms and conditions of the Plan shall prevail, except that with respect to matters involving choice of law the terms and conditions of Section 13 of this Agreement shall prevail.

**2009 Performance Based Restricted Stock Unit Agreement
NCR 2006 Stock Incentive Plan**

You have been awarded a number of restricted stock units (the "Stock Units") under the 2006 Stock Incentive Plan (the "Plan") of NCR Corporation ("NCR") as described on the restricted stock unit information page on the website of NCR's third party Plan administrator, subject to the terms and conditions of this 2009 Performance Based Restricted Stock Unit Agreement (this "Agreement") and the Plan.

1. Subject to potential reduction as set forth in Section 2, one hundred and fifty percent of the Stock Units will become nonforfeitable ("Vested") on December 31, 2011 (your "Vesting Date"), provided that (i) the Compensation and Human Resource Committee of the NCR Board of Directors (the "Committee") has certified that NCR has achieved the level of Return on Capital (as defined below) described in your award letter for the period from January 1, 2009, through December 31, 2009 (the "Performance Period"), and (ii) you are continuously employed by NCR or any of its affiliate companies (referred to collectively herein as "NCR") until your Vesting Date. In all cases, the Committee shall certify whether NCR has achieved the specified level of Return on Capital no later than March 15 of the calendar year next following the end of the Performance Period.

2. The actual number of Stock Units that become Vested based on achieving the level of Return on Capital during the Performance Period described in your award letter may be reduced by the Committee in its sole and absolute discretion based on such factors as the Committee determines to be appropriate and/or advisable including without limitation NCR's achievement of Net Operating Profit ("NOP") for the Performance Period. It is the current intention of the Committee that the Committee will exercise its discretion to reduce the number of Stock Units that will Vest based on NCR's achievement of NOP for the Performance Period as set forth in the following chart, provided, that the Committee reserves the right to deviate from such reduction formula based on achievement of NOP and may reduce the number of Stock Units that will Vest based on such other factors as the Committee in its sole and absolute discretion determines to be appropriate and/or advisable; provided, however, that it is the intention of the Committee that it will deviate from such reduction formula based on achievement of NOP only in extreme and unusual circumstances:

<u>Net Operating Profit Level</u>	<u>Stock Units Earned (as a % of Stock Units Awarded)</u>
Threshold	25%
Target	100%
Maximum	150%

3. "NOP" is defined as $(A \text{ minus } (B \text{ times } C))$. "A" equals "Non-Pension Operating Income" (which is operating income before defined benefit pension expense (or income) and including costs attributable to stock options) for the Performance Period, as reported by NCR at the conclusion of the Performance Period. "B" equals "Controllable Capital", which is working capital (comprised of accounts receivable plus inventory, minus the sum of accounts payable, deferred revenue and customer deposits), plus the sum of Property, Plant & Equipment, other current assets excluding taxes, and capitalized software, minus the sum of payroll and employee benefits and other current liabilities, excluding taxes and severance (FAS 112 liability). "C" equals 10%, which approximates NCR's weighted average cost of capital.

4. Except as may be otherwise provided in Section 6 or pursuant to an election under Section 14(k) of the Plan, Vested Stock Units will be paid to you no later than March 15 of the calendar year next following your Vesting Date. Such Stock Units will be paid to you in shares of NCR common stock (such that one Stock Unit equals one share of NCR common stock) or, in NCR's sole discretion, in an amount of cash equal to the Fair Market Value (as defined in the plan) of such number of shares of NCR common stock as of the Vesting Date (or such earlier date upon which the Stock Units have become Vested pursuant to Section 6 of this Agreement), or a combination thereof.

5. For purposes of this Agreement, "Return on Capital" shall mean Non-Pension Operating Income divided by Controllable Capital, each as defined in Section 3 above.

6. If your employment with NCR terminates prior to your Vesting Date due to: (i) your death; (ii) cessation of active employment by NCR as a result of a disability for which you qualify for benefits under the NCR Long-Term Disability Plan or another long-term disability plan sponsored by NCR ("Disability"); (iii) Retirement (defined as termination by you of your employment with NCR at or after age 55 with the Consent of the Committee other than, if applicable to you, for Good Reason (as described below) following a Change in Control (as defined in the Plan)); or (iv) reduction-in-force; then, as soon as reasonably possible following such termination and the end of the Performance Period, but not later than March 15 of the calendar year following the end of the Performance Period, and based upon the Committee's determination of Return on Capital, a pro rata portion of the Stock Units will become Vested. The pro rata portion will be determined by calculating the total number of shares or cash you would have received (through Vesting of Stock Units) if your NCR employment had not terminated prior to your Vesting Date, and multiplying that number by a fraction, the numerator of which is the number of full and partial months of employment you completed after the date of grant of this award, and the denominator of which is thirty-six months. If your employment terminates prior to your Vesting Date for any reason other than as otherwise described in this Section 6, the Stock Units will automatically terminate and be forfeited and no shares or cash will be issued or paid (as the case may be).

Notwithstanding any provision in this Agreement to the contrary:

(i) in the event a Change in Control occurs on or prior to the first anniversary of grant and this restricted stock unit award is not assumed, converted or replaced by the continuing entity, the Stock Units shall Vest immediately prior to the Change in Control (without regard to performance or pro-ration) at the "Target" level,

(ii) in the event a Change in Control occurs after the first anniversary of grant and this restricted stock unit award is not assumed, converted or replaced by the continuing entity, the Stock Units shall Vest immediately prior to the Change in Control based on actual performance during the Performance Period,

(iii) in the event of a Change in Control on or prior to the first anniversary of grant wherein this restricted stock unit award is assumed, the Stock Units will Vest on your Vesting Date (without regard to performance or pro-ration) at the "Target" level, subject to your continued employment through and until your Vesting Date,

(iv) in the event of a Change in Control after the first anniversary of grant wherein this restricted stock unit award is assumed, the Stock Units will Vest on your Vesting Date based on actual performance during the Performance Period, subject to your continued employment through and until your Vesting Date, and

(v) notwithstanding the provisions of clause (iii) and (iv) to the contrary, if, during the 24 months following the Change in Control, you incur a Termination of Employment (as defined in the Plan) by NCR other than for Cause or Disability (as such terms are defined in the Plan) or, if you are a participant in the NCR Change in Control Severance Plan, an NCR Severance Policy or a similar arrangement that defines "Good Reason" in the context of a resignation following a Change in Control and you terminate your employment for Good Reason as so defined, to the extent not then-Vested, the Stock Units award shall Vest immediately upon your Termination of Employment at the level specified in clause (iii) or (iv) as applicable.

To the extent that Stock Units become Vested pursuant to clauses (i) through (v) of the Change in Control provisions of this Section 6 and your right to receive payment of such Vested Stock Units does not constitute a "deferral of compensation" within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), the Vested Stock Units shall be paid within 30 days after the date that such Stock Units become Vested.

To the extent that Stock Units become Vested pursuant to clauses (i) through (v) of the Change in Control provisions of this Section 6 and your right to receive payment of such Vested Stock Units constitutes a "deferral of compensation" within the meaning of Section 409A of the Code, the Vested Stock Units shall be paid during the earlier of the following: (a) between January 1 and March 15 of the calendar year next following your Vesting Date, and (b) within 30 days after your "separation from service" within the meaning of Section 409A of the Code during the 24 months following the Change in Control.

Notwithstanding the foregoing, if Vested Stock Units become payable as a result of your "separation from service" within the meaning of Section 409A of the Code (other than as a result of death), and you are a "specified employee" as determined under NCR's policy for determining specified employees on the date of separation from service, the Stock Units shall instead be paid on the first business day after the date that is six months following your "separation from service" within the meaning of Section 409A of the Code. NCR may, in its sole discretion and to the extent permitted by Treasury Regulation § 1.409A-3(j)(4)(ix)(B), terminate this

Agreement and pay all outstanding Stock Units to you within 30 days before or 12 months after a “change in the ownership,” a “change in the effective control” or a “change in the ownership of a substantial portion of the assets” of NCR within the meaning of Section 409A of the Code.

7. By accepting this award, unless disclosure is required by applicable law or regulation, you agree to keep this Agreement confidential and not to disclose its contents to anyone except your attorney, your immediate family, or your financial consultant, provided such persons agree in advance to keep such information confidential and not disclose it to others. The Stock Units will be forfeited if you violate the terms and conditions of this Section 7.

8. In the event of a stock dividend, stock split, reverse stock split, separation, spinoff, reorganization, extra-ordinary dividend of cash or other property, share combination, or recapitalization or similar event affecting the capital structure of NCR, the Committee or the Board of Directors of NCR shall make such substitutions or adjustments as it deems appropriate and equitable to the number and kind of securities subject to outstanding awards. In the case of Corporate Transactions (as defined in the Plan), such adjustments may include, without limitation, (1) the cancellation of outstanding awards in exchange for payments of cash, property or a combination thereof having an aggregate value equal to the value of such awards, as determined by the Committee or the Board of Directors of NCR in its sole discretion, *provided*, that in the event of the cancellation of such awards pursuant to this clause (1), the awards shall Vest in full immediately prior to the consummation of such Corporate Transaction; (2) the substitution of other property (including, without limitation, cash or other securities of NCR and securities of entities other than NCR) for the Stock Units subject to outstanding awards; and (3) in connection with any Disaffiliation (as defined in the Plan), arranging for the assumption of awards, or replacement of awards with new awards based on other property or other securities (including, without limitation, other securities of NCR and securities of entities other than NCR), by the affected Subsidiary, Affiliate (as such terms are defined in the Plan), or division or by the entity that controls such Subsidiary, Affiliate, or division following such Disaffiliation (as well as any corresponding adjustments to awards that remain based upon NCR securities). The Committee will adjust the Performance Goals (as defined in the Plan) applicable to any awards to reflect any unusual or non-recurring events and other extraordinary items, impact of charges for restructurings, discontinued operations, and the cumulative effects of accounting or tax changes, each as defined by generally accepted accounting principles and as identified in NCR’s financial statements, notes to the financial statements, management’s discussion and analysis or other NCR’s SEC filings.

9. At all times before your Vesting Date, the Stock Units may not be sold, transferred, pledged, assigned or otherwise alienated, except by beneficiary designation, will or by the laws of descent and distribution upon your death. As soon as practicable after your Vesting Date, if Stock Units are to be paid in the form of shares of NCR common stock, NCR will instruct its Transfer Agent and/or third party Plan administrator to record on your account the number of such shares underlying the number of Stock Units, and such shares will be freely transferable.

10. Any cash dividends declared before your Vesting Date on the shares underlying the Stock Units shall not be paid currently, but shall be converted into additional Stock Units. Any Stock Units resulting from such conversion (the “Dividend Units”) will be considered Stock Units for purposes of this Agreement and will be subject to all of the terms, conditions and restrictions set forth

herein. As of each date that NCR would otherwise pay the declared dividend on the shares underlying the Stock Units (the "Dividend Payment Date") in the absence of the reinvestment requirements of this Section 10, the number of Dividend Units will be determined by dividing the amount of dividends otherwise attributable to the Stock Units but not paid on the Dividend Payment Date by the Fair Market Value of NCR's common stock on the Dividend Payment Date.

11. NCR has the right to deduct or cause to be deducted from, or collect or cause to be collected, with respect to the taxation of any Stock Units, any federal, state or local taxes required by the laws of the United States or any other country to be withheld or paid with respect to the Stock Units, and you or your legal representative or beneficiary will be required to pay any such amounts. By accepting this award, you consent and direct that, if you are paid through NCR's United States payroll system at the time the Stock Units Vest, NCR's stock plan administrator may withhold or sell the number of shares of NCR common stock underlying the number of Stock Units from your award as NCR, in its sole discretion, deems necessary to satisfy such withholding requirements. If you are paid through a non-United States NCR payroll system, you agree that NCR may satisfy any withholding obligations by withholding cash from your compensation otherwise due to you or by any other action as it may deem necessary to satisfy the withholding obligation.

12. In exchange for the Stock Units, you agree that during your employment with NCR and for a twelve (12) month period after the termination of employment (or if applicable law mandates a maximum time that is shorter than twelve (12) months, then for a period of time equal to that shorter maximum period), regardless of the reason for termination, you will not, yourself or through others, without the prior written consent of the Chief Executive Officer of NCR: (a) render services directly or indirectly to, or become employed by, any Competing Organization (as defined in this Section 12) to the extent such services or employment involves the development, manufacture, marketing, advertising, sale or servicing of any product, process, system or service which is the same or similar to, or competes with, a product, process, system or service manufactured, sold, serviced or otherwise provided by NCR, its subsidiaries or affiliates, to its customers and upon which you worked or in which you participated during the last two (2) years of your NCR employment; (b) directly or indirectly recruit, hire, solicit or induce, or attempt to induce, any exempt employee of NCR, its subsidiaries or affiliates, to terminate his or her employment with NCR, its subsidiaries or affiliates, or otherwise cease his or her relationship with NCR, its subsidiaries or affiliates; or (c) solicit the business of any firm or company with which you worked during the preceding two (2) years while employed by NCR, including customers of NCR, its subsidiaries or affiliates. If you breach the terms of this Section 12, you agree that in addition to any liability you may have for damages arising from such breach, any unvested Stock Units will be immediately forfeited, and you will pay to NCR the Fair Market Value of any Stock Units that Vested or cash paid to you in lieu of such Stock Units that were issued during the twelve (12) months prior to the date of termination of your employment. Such Fair Market Value shall be determined as of your Vesting Date. If you breach the terms of this Section 12 prior to your Vesting Date but after your employment terminates due to the circumstances described in the first paragraph of Section 6, your award will be forfeited and you will not receive a pro rata portion of the Stock Units.

As used in this Section 12, "Competing Organization" means an organization identified as a Competing Organization by the Chief Executive Officer of NCR for the year in which your employment with NCR terminates, and any other person or organization which is engaged in or about to become engaged in research on or development, production, marketing, leasing, selling or servicing of a product, process, system or service which is the same or similar to or competes with a product, process, system or service manufactured, sold, serviced or otherwise provided by NCR to its customers. The list of Competing Organizations identified by the Chief Executive Officer is maintained by the NCR Law Department.

13. By accepting the Stock Units, you agree that, where permitted by local law, any controversy or claim arising out of or related to this Agreement or your employment relationship with NCR shall be resolved by arbitration. If you are employed in the United States, the arbitration shall be pursuant to the NCR dispute resolution policy and the then current rules of the American Arbitration Association and shall be held at a neutral location, in or near the city where you work or have worked for NCR if you reported into an NCR facility; or if you worked out of your residence, the capital city or nearest major city in the state in which you reside. If you are employed outside the United States, where permitted by local law, the arbitration shall be conducted in the regional headquarters city of the business organization in which you work. The arbitration shall be held before a single arbitrator who is an attorney knowledgeable in employment law. The arbitrator's decision and award shall be final and binding and may be entered in any court having jurisdiction. For arbitrations held in the United States, issues of arbitrability shall be determined in accordance with the federal substantive and procedural laws relating to arbitration; all other aspects shall be interpreted in accordance with the laws of the State of Ohio. Each party shall bear its own attorney's fees associated with the arbitration and other costs and expenses of the arbitration shall be borne as provided by the rules of the American Arbitration Association for an arbitration held in the United States, or similar applicable rules for an arbitration held outside the United States. The Stock Units will be forfeited if the Committee determines that you engaged in misconduct in connection with your employment with NCR. If any portion of this paragraph is held to be unenforceable, it shall be severed and shall not affect either the duty to arbitrate or any other part of this paragraph.

Notwithstanding the preceding subparagraph, you acknowledge that if you breach Section 12, NCR will sustain irreparable injury and will not have an adequate remedy at law. As a result, you agree that in the event of your breach of Section 12, NCR may, in addition to any other remedies available to it, bring an action in a court of competent jurisdiction for equitable relief to preserve the status quo pending appointment of an arbitrator and completion of an arbitration. You stipulate to the exclusive jurisdiction and venue of the state and federal courts located in Montgomery County, Ohio, the location from which NCR's equity programs are administered, for any such proceedings.

14. Subject to the terms of this Agreement, you may at any time designate one or more beneficiaries to receive all or part of any shares of NCR common stock underlying the Stock Units. In the event of your death, any such shares distributable hereunder that are subject to such a designation will be distributed to such beneficiary or beneficiaries in accordance with this Agreement. Any other shares of NCR common stock underlying the Stock Units not designated by you will be distributable to your estate. If there is any question as to the legal right of any beneficiary to receive a distribution hereunder, the shares of NCR common stock underlying the Stock Units in question may be transferred to your estate, in which event NCR will have no further liability to anyone with respect to such shares.

15. The provisions of this Agreement are severable. If any provision of this Agreement is held to be unenforceable or invalid by a court or other tribunal of competent jurisdiction (including an arbitration tribunal), it shall be severed and shall not affect any other part of this Agreement, which will be enforced as permitted by law.

16. The terms of this award of Stock Units as evidenced by this Agreement may be amended by the NCR Board of Directors or the Committee.

17. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Plan, the terms and conditions of the Plan shall prevail, except that with respect to matters involving choice of law the terms and conditions of Section 13 of this Agreement shall prevail.