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

FORM 10-Q

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

For the quarterly period ended March 31, 2018

Commission File Number 001-00395



NCR CORPORATION
(Exact name of registrant as specified in its charter)

Maryland
(State or other jurisdiction of
incorporation or organization)

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

864 Spring Street NW
Atlanta, GA 30308
(Address of principal executive offices) (Zip Code)

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

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

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted 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 and post 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 ☐ (Do not check if a smaller reporting company)

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 transaction 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 16, 2018, there were approximately 118.3 million shares of the registrant's common stock issued and outstanding.

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Part I. Financial Information
Item 1. FINANCIAL STATEMENTS

NCR Corporation
Condensed Consolidated Statements of Operations (Unaudited)

In millions, except per share amounts	Three months ended March 31	
	2018	2017
Product revenue	\$ 526	\$ 554
Service revenue	991	924
Total revenue	1,517	1,478
Cost of products	420	424
Cost of services	677	642
Selling, general and administrative expenses	245	230
Research and development expenses	66	67
Total operating expenses	1,408	1,363
Income from operations	109	115
Interest expense	(41)	(39)
Other (expense), net	(5)	(5)
Income from continuing operations before income taxes	63	71
Income tax expense	7	14
Income from continuing operations	56	57
Loss from discontinued operations, net of tax	(35)	—
Net income	21	57
Net income attributable to noncontrolling interests	1	—
Net income attributable to NCR	\$ 20	\$ 57
Amounts attributable to NCR common stockholders:		
Income from continuing operations	\$ 55	\$ 57
Series A convertible preferred stock dividends	(12)	(12)
Deemed dividend on modification of Series A convertible preferred stock	—	(4)
Deemed dividend on Series A convertible preferred stock related to redemption	—	(58)
Income (loss) from continuing operations attributable to NCR common stockholders	43	(17)
Loss from discontinued operations, net of tax	(35)	—
Net income (loss) attributable to NCR common stockholders	\$ 8	\$ (17)
Income (loss) per share attributable to NCR common stockholders:		
Income (loss) per common share from continuing operations		
Basic	\$ 0.36	\$ (0.14)
Diluted	\$ 0.35	\$ (0.14)
Net income (loss) per common share		
Basic	\$ 0.07	\$ (0.14)
Diluted	\$ 0.06	\$ (0.14)
Weighted average common shares outstanding		
Basic	119.2	122.8
Diluted	123.8	122.8

See Notes to Condensed Consolidated Financial Statements.

NCR Corporation
Condensed Consolidated Statements of Comprehensive Income (Unaudited)

In millions	Three months ended March 31	
	2018	2017
Net income	\$ 21	\$ 57
Other comprehensive (loss) income:		
Currency translation adjustments		
Currency translation gains	19	24
Derivatives		
Unrealized losses on derivatives	(5)	(4)
Losses (gains) on derivatives recognized during the period	1	(2)
Less income tax benefit	—	2
Employee benefit plans		
Amortization of prior service benefit	(2)	(2)
Amortization of actuarial benefit	—	(1)
Less income tax benefit	1	1
Reclassification related to accounting standard update	1	—
Other comprehensive income	15	18
Total comprehensive income	36	75
Less comprehensive income attributable to noncontrolling interests:		
Net income	1	—
Amounts attributable to noncontrolling interests	1	—
Comprehensive income attributable to NCR	<u>\$ 35</u>	<u>\$ 75</u>

See Notes to Condensed Consolidated Financial Statements.

NCR Corporation
Condensed Consolidated Balance Sheets (Unaudited)

In millions, except per share amounts	March 31, 2018	December 31, 2017
Assets		
Current assets		
Cash and cash equivalents	\$ 348	\$ 537
Accounts receivable, net	1,338	1,270
Inventories	822	780
Other current assets	283	243
Total current assets	2,791	2,830
Property, plant and equipment, net	338	341
Goodwill	2,746	2,741
Intangibles, net	556	578
Prepaid pension cost	129	118
Deferred income taxes	474	460
Other assets	607	586
Total assets	\$ 7,641	\$ 7,654
Liabilities and stockholders' equity		
Current liabilities		
Short-term borrowings	\$ 34	\$ 52
Accounts payable	697	762
Payroll and benefits liabilities	190	219
Contract liabilities	538	458
Other current liabilities	385	398
Total current liabilities	1,844	1,889
Long-term debt	3,038	2,939
Pension and indemnity plan liabilities	810	798
Postretirement and postemployment benefits liabilities	133	133
Income tax accruals	131	148
Other liabilities	245	200
Total liabilities	6,201	6,107
Commitments and Contingencies (Note 9)		
Redeemable noncontrolling interest	16	15
Series A convertible preferred stock: par value \$0.01 per share, 3.0 shares authorized, 0.8 shares issued and outstanding as of March 31, 2018 and December 31, 2017, respectively; redemption amount and liquidation preference of \$836 and \$825 as of March 31, 2018 and December 31, 2017, respectively	822	810
Stockholders' equity		
NCR stockholders' equity		
Preferred stock: par value \$0.01 per share, 100.0 shares authorized, no shares issued and outstanding as of March 31, 2018 and December 31, 2017, respectively	—	—
Common stock: par value \$0.01 per share, 500.0 shares authorized, 118.3 and 122.0 shares issued and outstanding as of March 31, 2018 and December 31, 2017, respectively	1	1
Paid-in capital	—	60
Retained earnings	782	857
Accumulated other comprehensive loss	(184)	(199)
Total NCR stockholders' equity	599	719
Noncontrolling interests in subsidiaries	3	3
Total stockholders' equity	602	722
Total liabilities and stockholders' equity	\$ 7,641	\$ 7,654

See Notes to Condensed Consolidated Financial Statements.

NCR Corporation
Condensed Consolidated Statements of Cash Flows (Unaudited)

In millions	Three months ended March 31	
	2018	2017
Operating activities		
Net income	\$ 21	\$ 57
Adjustments to reconcile net income to net cash provided by operating activities:		
Loss from discontinued operations	35	—
Depreciation and amortization	86	85
Stock-based compensation expense	14	19
Deferred income taxes	4	(3)
Changes in assets and liabilities:		
Receivables	(114)	(17)
Inventories	(42)	(101)
Current payables and accrued expenses	(77)	(82)
Contract liabilities	75	96
Employee benefit plans	(3)	3
Other assets and liabilities	(23)	(18)
Net cash (used in) provided by operating activities	(24)	39
Investing activities		
Expenditures for property, plant and equipment	(29)	(11)
Additions to capitalized software	(42)	(41)
Other investing activities, net	(3)	(1)
Net cash used in investing activities	(74)	(53)
Financing activities		
Short term borrowings, net	(1)	3
Payments on term credit facilities	(34)	(11)
Payments on revolving credit facilities	(498)	(195)
Borrowings on revolving credit facilities	613	480
Repurchases of Company common stock	(165)	(350)
Proceeds from employee stock plans	5	3
Tax withholding payments on behalf of employees	(11)	(22)
Net cash used in financing activities	(91)	(92)
Cash flows from discontinued operations		
Net cash used in operating activities	(4)	(3)
Effect of exchange rate changes on cash, cash equivalents and restricted cash	5	8
Decrease in cash, cash equivalents, and restricted cash	(188)	(101)
Cash, cash equivalents and restricted cash at beginning of period	543	507
Cash, cash equivalents and restricted cash at end of period	\$ 355	\$ 406

in millions	March 31	
	2018	2017
Reconciliation of cash, cash equivalents and restricted cash as shown in the Condensed Consolidated Statements of Cash Flows		
Cash and cash equivalents	\$ 348	\$ 401
Restricted cash included in Other assets	7	5
Total cash, cash equivalents and restricted cash	\$ 355	\$ 406

See Notes to Condensed Consolidated Financial Statements.

NCR Corporation
Notes to Condensed Consolidated Financial Statements (Unaudited)

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NCR Corporation
Notes to Condensed Consolidated Financial Statements (Unaudited)—(Continued)

1. BASIS OF PRESENTATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accompanying Condensed Consolidated Financial Statements have been prepared by NCR Corporation (NCR, the Company, we or us) without audit pursuant to the rules and regulations of the U.S. Securities and Exchange Commission (SEC) and, in the opinion of management, include all adjustments (consisting of normal, recurring adjustments, unless otherwise disclosed) necessary for a fair statement of the consolidated results of operations, financial position, and cash flows for each period presented. The consolidated results for the interim periods are not necessarily indicative of results to be expected for the full year. The 2017 year-end Condensed Consolidated Balance Sheet was derived from audited financial statements, but does not include all disclosures required by accounting principles generally accepted in the United States (GAAP). These financial statements should be read in conjunction with NCR's Form 10-K for the year ended December 31, 2017.

Use of Estimates The preparation of financial statements in accordance with GAAP requires management to make estimates and judgments that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements, and revenue and expenses during the period reported. Actual results could differ from those estimates.

Evaluation of Subsequent Events The Company evaluated subsequent events through the date that our Condensed Consolidated Financial Statements were issued. There were two subsequent events identified and included in Note 19. Subsequent Events, as follows: (i) announcement of the manufacturing network redesign, and (ii) announcement of executive leadership changes, including the announcement of Michael D. Hayford as the new President and Chief Executive Officer. Except for the items disclosed in Note 19. Subsequent Events, no matters were identified that required adjustment of the Condensed Consolidated Financial Statements or additional disclosure.

Reclassifications Certain prior-period amounts have been reclassified in the accompanying Condensed Consolidated Financial Statements and Notes thereto in order to conform to the current period presentation. Reclassifications had no effect on prior year net income or shareholders' equity.

Redeemable Noncontrolling Interests and Related Party Transactions In 2011, we sold a 49% voting equity interest in NCR Brasil - Indústria de Equipamentos para Automação S.A., a subsidiary of the Company (NCR Manaus), to Scopus Tecnologia Ltda. (Scopus). Under our investment agreements with Scopus, Scopus may elect to sell its shares in NCR Manaus at the then-current fair value to a third party that is not a competitor of NCR. If Scopus is unable to locate a buyer, Scopus may require NCR to purchase its noncontrolling interest for its then-current fair value.

We recognized revenue related to Banco Bradesco SA (Bradesco), the parent of Scopus, totaling \$4 million and \$1 million during the three months ended March 31, 2018 and 2017, respectively. As of March 31, 2018 and December 31, 2017, we had zero and \$18 million, respectively, in receivables outstanding from Bradesco.

Recent Accounting Pronouncements

Issued

In February 2016, the FASB issued a new leasing standard that will supersede current guidance related to accounting for leases. The guidance is intended to increase transparency and comparability among organizations by recognizing lease assets and lease liabilities on the balance sheet and disclosing key information about leasing arrangements. The standard will be effective for the first interim period within annual periods beginning after December 15, 2018, with early adoption permitted. The standard is required to be adopted using the modified retrospective approach. We are in the process of identifying and designing appropriate changes to our business processes, systems and controls to support the new standard, and we are continuing to evaluate the impact of the standard on our consolidated financial statements and related disclosures. At this time the Company cannot estimate the quantitative impact of adopting the new standard, but it is expected to have a material effect to the total assets and total liabilities reported on the consolidated balance sheet, and is not expected to have a material effect to the consolidated statement of operations or the consolidated statement of cash flows.

In January 2017, the FASB issued an accounting standards update with new guidance intended to simplify the subsequent measurement of goodwill. The standards update eliminates the requirement for an entity to calculate the implied fair value of goodwill to measure a goodwill impairment charge. Instead, an entity will perform its annual, or interim, goodwill impairment testing by comparing the fair value of a reporting unit with its carrying amount and recording an impairment charge for the amount by which the carrying amount exceeds the fair value. The standards update is effective prospectively for annual and interim goodwill

NCR Corporation
Notes to Condensed Consolidated Financial Statements (Unaudited)—(Continued)

impairment testing performed in fiscal years beginning after December 15, 2019. The adoption of this standards update is not expected to impact our consolidated financial statements.

Adopted

In May 2014, the Financial Accounting Standards Board (FASB) issued a new revenue recognition standard that superseded existing revenue recognition guidance. The core principle of the guidance is that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. The standard was effective for the first interim period within annual periods beginning after December 15, 2017, with early adoption permitted for annual periods beginning after December 15, 2016, and can be adopted either retrospectively to each prior reporting period presented (“full retrospective method”) or as a cumulative effect adjustment as of the date of adoption (“modified retrospective method”). Effective January 1, 2018, we adopted the standard using the modified retrospective method applied to contracts that were not complete as of the date of adoption and recorded a cumulative adjustment to increase retained earnings by \$2 million. Adoption of the new standard resulted in changes to our accounting policies for revenue recognition and deferred commissions. Refer to Note 2. Accounting Policies related to Revenue with Contracts with Customers, for the updated policy disclosures, and Note 3. Revenue Recognized under Previous Guidance, for presentation of what revenue would have been in the current periods had the Company continued to recognize revenue under the previous accounting guidance.

In August 2016, the FASB issued an accounting standards update which provides guidance regarding the classification of certain cash receipts and cash payments on the statement of cash flows, where specific guidance is provided for issues not previously addressed. This guidance is effective for annual reporting periods, including interim reporting within those periods, beginning after December 15, 2017, with early adoption permitted, and is required to be adopted using a retrospective approach. The adoption of this accounting standard update did not have a material effect on the Company's statement of cash flows.

In October 2016, the FASB issued an accounting standards update which requires the recognition of the income tax consequences of an intra-entity transfer of an asset, other than inventory, when the transfer occurs. This standard is effective for interim and annual periods beginning after December 15, 2017. Early adoption is permitted. Effective January 1, 2018, we adopted the standard using the modified retrospective method and recorded a cumulative adjustment to increase retained earnings by \$13 million.

In November 2016, the FASB issued an accounting standards update which clarifies how entities should present restricted cash and restricted cash equivalents in the statement of cash flows. The guidance requires entities to show the changes in the total of cash, cash equivalents, restricted cash and restricted cash equivalents in the statement of cash flows. The accounting standard update is required to be adopted for annual periods beginning after December 15, 2017, including interim periods within that annual period. The amendment is to be applied retrospectively with early adoption permitted. The adoption of this accounting standard update did not have a material effect on the Company's statement of cash flows.

In January 2017, the FASB issued an accounting standards update which clarifies the definition of a business which is used across several areas of accounting. The area expected to see the most change is the evaluation of whether a transaction should be accounted for as an acquisition (or disposal) of assets, or as a business combination. The new guidance clarifies that to be a business there must also be at least one substantive process, and narrows the definition of outputs by more closely aligning it with how outputs are described in the new revenue recognition standard. The accounting standard update is required to be adopted for annual periods beginning after December 15, 2017, including interim periods within that annual period. The amendment is to be applied prospectively with early adoption permitted. The adoption of this standard did not have a material effect on our financial condition, results of operations or disclosures, as the standard applies only to businesses acquired after the adoption date.

In March 2017, the FASB issued an accounting standards update with new guidance on an employer's presentation of defined benefit retirement costs in the income statement. Employers will present the service cost component of net periodic benefit cost in the same income statement line item(s) as other employee compensation costs arising from services rendered during the period. Only the service cost component will be eligible for capitalization in assets. Employers will present the other components of the net periodic benefit cost separately from the line item(s) that includes the service cost and outside of any subtotal of operating income, if one is presented. These components will not be eligible for capitalization in assets. The guidance is effective for fiscal years beginning after December 15, 2017, and interim periods therein, with early adoption permitted. The adoption of this accounting standard update did not have a material effect on the Company's net income, cash flows or financial condition.

In May 2017, the FASB issued an accounting standards update which clarifies when to account for a change to the terms or conditions of a share-based payment award as a modification. This update requires modification only if the fair value, vesting conditions or the classification of the award changes as a result of the change in terms or conditions. This guidance is effective

NCR Corporation
Notes to Condensed Consolidated Financial Statements (Unaudited)—(Continued)

for fiscal years beginning after December 15, 2017, and interim periods therein, with early adoption permitted. The adoption of this accounting standard update did not have a material effect on the Company's net income, cash flows or financial condition.

In August 2017, the FASB issued an accounting standards update which simplifies certain aspects of hedge accounting and improves disclosures of hedging arrangements through the elimination of the requirement to separately measure and report hedge ineffectiveness. This update generally requires the entire change in the fair value of a hedging instrument to be presented in the same income statement line as the hedged item in order to align financial reporting of hedge relationships with economic results. Entities must apply the amendments to cash flow and net investment hedge relationships that exist on the date of adoption using a modified retrospective approach. The presentation and disclosure requirements must be applied prospectively. This guidance is effective for fiscal years beginning after December 15, 2018, and interim periods therein, with early adoption permitted. The adoption of this accounting standard update did not have a material effect on the Company's net income, cash flows or financial condition.

In February 2018, the FASB issued an accounting standards update which will permit entities to reclassify tax effects stranded in accumulated other comprehensive income as a result of the enactment of the Tax Cuts and Jobs Act (U.S. Tax Reform) to retained earnings. Entities can elect to apply the guidance retrospectively or in the period of adoption. This guidance is effective for fiscal years beginning after December 15, 2018, and interim periods therein, with early adoption permitted. The adoption of this accounting standard update did not have a material effect on the Company's net income, cash flows or financial condition.

In March 2018, the FASB issued an accounting standards update which allowed SEC registrants to record provisional amounts in earnings for the year ended December 31, 2017 due to the complexities involved in accounting for the enactment of U.S. Tax Reform". The standard was effective upon issuance. The Company recognized the estimated income tax effects of U.S. Tax Reform in its 2017 Consolidated Financial Statements in accordance with SEC Staff Accounting Bulletin No. 118 (SAB No. 118). Refer to Note 6. Income Taxes, for further information regarding the provisional amounts recorded by the Company as of December 31, 2017.

2. ACCOUNTING POLICIES RELATED TO REVENUE WITH CONTRACTS WITH CUSTOMERS

The Company records revenue, net of tax, when the following five steps have been completed:

- Identification of the contract(s) with a customer
- Identification of the performance obligation(s) in the contract
- Determination of the transaction price
- Allocation of the transaction price to the performance obligations in the contract
- Recognition of revenue when, or as, we satisfy performance obligations

The Company records revenue when, or as, performance obligations are satisfied by transferring control of a promised good or service to the customer. The Company evaluates the transfer of control primarily from the customer's perspective where the customer has the ability to direct the use of and obtain substantially all of the remaining benefits from that good or service.

Our product revenue includes hardware and software which is generally recognized at a point in time, once all conditions for revenue recognition have been met. For hardware products, control is generally transferred when the customer has the ability to direct the use of and obtain substantially all of the remaining benefits of the products, which generally coincides with when the customer has assumed risk of loss of the goods sold. For software products, control is generally transferred when the customer takes possession of, or has complete access to, the software. In certain instances, customer acceptance is required prior to the passage of title and risk of loss of the delivered products. In such cases, revenue is not recognized until the customer acceptance is obtained. Delivery, acceptance, and transfer of title and risk of loss generally occur in the same reporting period. NCR's customers may request that delivery and passage of title and risk of loss occur on a bill and hold basis.

Our services revenue includes software as a service (SaaS), professional consulting, installation and maintenance support. SaaS primarily consists of fees to provide our customers access to our platform and cloud-based applications. Revenue from SaaS contracts is recognized as variable consideration directly allocated based on customer usage or on a ratable basis over the contract term beginning on the date that our service is made available to the customer. Professional consulting primarily consists of software implementation, integration, customization and optimization services. Revenue from professional consulting contracts that involve significant production, modification or customization of the software is recognized over time as the services are performed. Revenue from professional consulting contracts that does not involve significant production, modification or customization of the software is recognized when the services are completed or customer acceptance of the service is received, if required. For installation and maintenance, control is transferred as the services are provided or ratably over the service period, or, if applicable, after customer

NCR Corporation
Notes to Condensed Consolidated Financial Statements (Unaudited)—(Continued)

acceptance of the service. We apply the 'as invoiced' practical expedient, for performance obligations satisfied over time, if the amount we may invoice corresponds directly with the value to the customer of the Company's performance to date. This expedient permits us to recognize revenue in the amount we invoice the customer.

NCR frequently enters contracts that include multiple performance obligations, including hardware, software, professional consulting services, installation services and maintenance support services. For these arrangements, the Company allocates the transaction price, at contract inception, to each performance obligation on a relative standalone selling price basis. The primary method used to estimate standalone selling price is the price that the Company charges for that good or service when the Company sells it separately in similar circumstances to similar customers.

If a contract includes software and services that involve significant production, modification or customization of the software, the services are not distinct from the software. For these contracts, both the software and professional services revenue is recognized over time using costs incurred to date relative to total estimated costs at completion to measure progress toward satisfying our performance obligations. Incurred cost represents work performed, which corresponds with, and thereby best depicts, the transfer of control to the customer. Estimated losses, if any, are recognized as soon as such losses become known.

The nature of our arrangements gives rise to several types of variable consideration including service level agreement credits, stock rotation rights, trade-in credits and volume-based rebates. At contract inception, we include this additional consideration in our transaction price when there is a basis to reasonably estimate the amount of the fee and it is probable there will not be a significant reversal. These estimates are generally made using the expected value method and a portfolio approach, based on historical experience, anticipated performance and our best judgment at the time and are reassessed at each reporting date. Because of our confidence in estimating these amounts, they are included in the transaction price of our contracts and the associated remaining performance obligations.

As a practical expedient, we do not adjust the promised amount of consideration for the effects of a significant financing component when we expect, at contract inception, that the period between our transfer of a promised product or service to a customer and when the customer pays for that product or service will be one year or less. We do not typically include extended payment terms in our contracts with customers.

The Company also does not adjust the transaction price for taxes collected from customers, as those amounts are netted against amounts remitted to government authorities.

We account for shipping and handling activities related to contracts with customers as costs to fulfill our promise to transfer the associated products, rather than as a separate performance obligation. Accordingly, we record amounts billed for shipping and handling costs as a component of net product sales, and classify such costs as a component of cost of products.

Accounts Receivable, net

Accounts receivable, net includes amounts billed and currently due from customers as well as amounts unbilled which typically result from sales under contracts where revenue recognized exceeds the amount billed to the customer and where the Company has an unconditional right to consideration. The amounts due are stated at their net estimated realizable value. NCR establishes provisions for doubtful accounts using percentages of accounts receivable balances to reflect historical average credit losses and specific provisions for known issues, such as risks of default.

Contract Assets and Liabilities

Contract assets include unbilled amounts where right to payment is not solely subject to the passage of time. Amounts may not exceed their net realizable value. Contract liabilities consist of advance payments, billings in excess of revenue recognized and deferred revenue.

Our contract assets and liabilities are reported in a net position on a contract-by-contract basis at the end of each reporting period. If the net position is a contract asset, the current portion is included in other current assets and the noncurrent portion is included in other assets in the Condensed Consolidated Balance Sheet. If the net position is a contract liability, the current portion is included in contract liabilities and the noncurrent portion is included in other liabilities in the Condensed Consolidated Balance Sheet.

The following table presents the net contract asset and contract liability balances as of March 31, 2018 and January 1, 2018:

NCR Corporation
Notes to Condensed Consolidated Financial Statements (Unaudited)—(Continued)

In millions	Location in the Condensed Consolidated Balance Sheet	March 31, 2018	January 1, 2018
Current portion of contract assets	Other current assets	\$ 23	\$ 28
Current portion of contract liabilities	Contract liabilities	\$ 538	\$ 458
Non-current portion of contract liabilities	Other liabilities	\$ 95	\$ 95

During the three months ended March 31, 2018, the Company recognized \$199 million in revenue that was included in contract liabilities as of January 1, 2018.

Deferred Commissions

Our incremental costs of obtaining a contract, which consist of certain sales commissions, primarily for our SaaS revenue, are deferred and amortized on a straight-line basis over the period of expected benefit. We determined the period of expected benefit by taking into consideration customer contracts, the estimated life of the customer relationship, including renewals when the renewal commission is not commensurate with the initial commission, the expected life of the underlying technology and other factors. We classify deferred commissions as current or noncurrent based on the timing of when we expect to recognize the expense. The current and noncurrent portions of deferred commissions are included in other current assets and other assets, respectively, in the Condensed Consolidated Balance Sheet as of March 31, 2018. Amortization of deferred commissions is included in selling, general and administrative expenses in the Condensed Consolidated Statements of Operations for the three months ended March 31, 2018.

Set-up Fees and Costs

Fees for the design, configuration, implementation and installation related to the software applications that are provided as a service are recognized over the contract term, which is generally 5 years. The related costs incurred that are determined to be incremental and recoverable contract-specific costs are deferred and amortized over the period of benefit, which is generally 7 years.

Remaining Performance Obligations

Remaining performance obligations represent the transaction price of orders for which products have not been delivered or services have not been performed. As of March 31, 2018, the aggregate amount of the transaction price allocated to remaining performance obligations was approximately \$4 billion. The Company expects to recognize revenue on approximately three-quarters of the remaining performance obligations over the next 12 months, with the remainder recognized thereafter. The majority of our professional services are expected to be recognized over the next twelve months but this is contingent upon a number of factors, including customers' needs and schedules.

The Company has made two elections which affect the value of remaining performance obligations described above. We do not disclose remaining performance obligations for SaaS contracts where variable consideration is directly allocated based on usage or when the original expected length is one year or less.

NCR Corporation
Notes to Condensed Consolidated Financial Statements (Unaudited)—(Continued)

3. REVENUE RECOGNIZED UNDER PREVIOUS GUIDANCE

As noted in Note 1. Basis of Presentation and Summary of Significant Accounting Policies, the Company adopted the new revenue recognition guidance effective January 1, 2018, using the modified retrospective approach. As a result, we recognized the cumulative effect of initially applying the new revenue standard as an adjustment to the opening balance of retained earnings as of January 1, 2018. Adopting the new standard primarily impacted the deferral of incremental commission costs of obtaining SaaS contracts with customers. Other changes impact the timing of recognition for term-based software license sales and renewals, and estimating variable consideration at contract inception.

The comparative information has not been restated and continues to be reported under the accounting standards in effect for those periods. As such, the following tables present the results as of and for the three months ended March 31, 2018 under the previous guidance:

In millions, except per share amounts	Under Current Guidance		Adjustments		Under Previous Guidance	
Condensed Consolidated Statement of Operations						
Product revenue	\$	526	\$	(7)	\$	519
Cost of products		420		(2)		418
Income from operations		109		(5)		104
Income from continuing operations before income taxes		63		(5)		58
Income tax expense		7		(1)		6
Income from continuing operations		56		(4)		52
Net income		21		(4)		17
Net income attributable to NCR	\$	20	\$	(4)	\$	16
Income per common share from continuing operations						
Basic	\$	0.36	\$	(0.03)	\$	0.33
Diluted	\$	0.35	\$	(0.03)	\$	0.32
Net income per common share						
Basic	\$	0.07	\$	(0.04)	\$	0.03
Diluted	\$	0.06	\$	(0.03)	\$	0.03

NCR Corporation
Notes to Condensed Consolidated Financial Statements (Unaudited)—(Continued)

In millions	Under Current Guidance	Adjustments	Under Previous Guidance
Condensed Consolidated Balance Sheet			
Assets			
Accounts receivable, net	\$ 1,338	\$ 22	\$ 1,360
Other current assets	283	(24)	259
Total current assets	2,791	(2)	2,789
Deferred income taxes	474	2	476
Other assets	607	(13)	594
Total Assets	\$ 7,641	\$ (13)	\$ 7,628
Liabilities			
Contract liabilities	\$ 538	\$ (5)	\$ 533
Other current liabilities	385	(2)	383
Total current liabilities	1,844	(7)	1,837
Total liabilities	6,201	(7)	6,194
Retained earnings	782	(6)	776
Total NCR stockholders' equity	599	(6)	593
Total stockholders' equity	602	(6)	596
Total liabilities and stockholders' equity	\$ 7,641	\$ (13)	\$ 7,628

NCR Corporation
Notes to Condensed Consolidated Financial Statements (Unaudited)—(Continued)

4. GOODWILL AND PURCHASED INTANGIBLE ASSETS

Goodwill

The carrying amounts of goodwill by segment as of March 31, 2018 and December 31, 2017 are included in the table below. Foreign currency fluctuations are included within other adjustments.

In millions	December 31, 2017			Additions	Impairment	Other	March 31, 2018		
	Goodwill	Accumulated Impairment Losses	Total				Goodwill	Accumulated Impairment Losses	Total
Software	\$ 1,944	\$ (7)	\$ 1,937	\$ —	\$ —	\$ 5	\$ 1,949	\$ (7)	\$ 1,942
Services	658	—	658	—	—	—	658	—	658
Hardware	162	(16)	146	—	—	—	162	(16)	146
Total goodwill	\$ 2,764	\$ (23)	\$ 2,741	\$ —	\$ —	\$ 5	\$ 2,769	\$ (23)	\$ 2,746

Purchased Intangible Assets

NCR's purchased intangible assets, reported in intangibles, net in the Condensed Consolidated Balance Sheets, were specifically identified when acquired, and are deemed to have finite lives. The gross carrying amount and accumulated amortization for NCR's identifiable intangible assets were as set forth in the table below.

	Amortization Period	March 31, 2018		December 31, 2017	
In millions	(in Years)	Gross Carrying Amount	Accumulated Amortization	Gross Carrying Amount	Accumulated Amortization
Identifiable intangible assets					
Reseller & customer relationships	1 - 20	\$ 660	\$ (182)	\$ 659	\$ (170)
Intellectual property	2 - 8	410	(358)	410	(351)
Customer contracts	8	89	(83)	89	(81)
Tradenames	2 - 10	73	(53)	73	(51)
Total identifiable intangible assets		\$ 1,232	\$ (676)	\$ 1,231	\$ (653)

The aggregate amortization expense (actual and estimated) for identifiable intangible assets for the following periods is:

In millions	Three months ended March 31, 2018		Remainder of 2018 (estimated)	
Amortization expense	\$	23	\$	62

In millions	For the years ended December 31 (estimated)				
	2019	2020	2021	2022	2023
Amortization expense	\$ 75	\$ 57	\$ 49	\$ 45	\$ 43

NCR Corporation
Notes to Condensed Consolidated Financial Statements (Unaudited)—(Continued)

5. DEBT OBLIGATIONS

The following table summarizes the Company's short-term borrowings and long-term debt:

In millions, except percentages	March 31, 2018		December 31, 2017	
	Amount	Weighted-Average Interest Rate	Amount	Weighted-Average Interest Rate
Short-Term Borrowings				
Current portion of Senior Secured Credit Facility ⁽¹⁾	\$ 34	3.54%	\$ 51	3.21%
Trade Receivables Securitization Facility	—		—	
Other ⁽²⁾	—		1	3.71%
Total short-term borrowings	\$ 34		\$ 52	
Long-Term Debt				
Senior Secured Credit Facility:				
Term loan facility ⁽¹⁾	\$ 742	3.54%	\$ 759	3.21%
Revolving credit facility ⁽¹⁾	115	3.63%	—	
Senior notes:				
5.00% Senior Notes due 2022	600		600	
4.625% Senior Notes due 2021	500		500	
5.875% Senior Notes due 2021	400		400	
6.375% Senior Notes due 2023	700		700	
Deferred financing fees	(22)		(23)	
Other ⁽²⁾	3	1.46%	3	1.62%
Total long-term debt	\$ 3,038		\$ 2,939	

⁽¹⁾ Interest rates are weighted-average interest rates as of March 31, 2018 and December 31, 2017.

⁽²⁾ Interest rates are weighted-average interest rates as of December 31, 2017 primarily related to various international credit facilities.

Senior Secured Credit Facility On March 31, 2016, the Company amended and restated its senior secured credit facility with and among certain foreign subsidiaries of NCR (the Foreign Borrowers), the lenders party thereto and JPMorgan Chase Bank, NA (JPMCB) as the administrative agent, and refinanced its term loan facility and revolving credit facility thereunder (the Senior Secured Credit Facility). As of March 31, 2018, the Senior Secured Credit Facility consisted of a term loan facility with an aggregate principal amount outstanding of \$776 million and a revolving credit facility with an aggregate principal amount of \$1.1 billion, of which \$115 million was outstanding. The revolving credit facility also allows a portion of the availability to be used for outstanding letters of credit, and as of March 31, 2018, there were no letters of credit outstanding.

Up to \$400 million of the revolving credit facility is available to the Foreign Borrowers. Term loans were made to the Company in U.S. Dollars, and loans under the revolving credit facility are available in U.S. Dollars, Euros and Pound Sterling.

The outstanding principal balance of the term loan facility is required to be repaid in equal quarterly installments of approximately \$11 million beginning June 30, 2016, \$17 million beginning June 30, 2018, and \$23 million beginning June 30, 2019, with the balance being due at maturity on March 31, 2021. Borrowings under the revolving portion of the credit facility are due March 31, 2021. Amounts outstanding under the Senior Secured Credit Facility bear interest at LIBOR (or, in the case of amounts denominated in Euros, EURIBOR), or, at NCR's option, in the case of amounts denominated in U.S. Dollars, at a base rate equal to the highest of (a) the federal funds rate plus 0.50%, (b) JPMCB's "prime rate" and (c) the one-month LIBOR rate plus 1.00% (the Base Rate), plus, in each case, a margin ranging from 1.25% to 2.25% for LIBOR-based loans that are either term loans or revolving loans and EURIBOR-based revolving loans and ranging from 0.25% to 1.25% for Base Rate-based loans that are either term loans or revolving loans, in each case, depending on the Company's consolidated leverage ratio. The terms of the Senior Secured Credit Facility also require certain other fees and payments to be made by the Company, including a commitment fee on the undrawn portion of the revolving credit facility.

NCR Corporation
Notes to Condensed Consolidated Financial Statements (Unaudited)—(Continued)

The obligations of the Company and Foreign Borrowers under the Senior Secured Credit Facility are guaranteed by certain of the Company's wholly-owned domestic subsidiaries. The Senior Secured Credit Facility and these guarantees are secured by a first priority lien and security interest in certain equity interests owned by the Company and the guarantor subsidiaries in certain of their respective domestic and foreign subsidiaries, and a perfected first priority lien and security interest in substantially all of the Company's U.S. assets and the assets of the guarantor subsidiaries, subject to certain exclusions. These security interests would be released if the Company achieves an "investment grade" rating, and will remain released so long as the Company maintains that rating.

The Senior Secured Credit Facility includes affirmative and negative covenants that restrict or limit the ability of the Company and its subsidiaries to, among other things, incur indebtedness; create liens on assets; engage in certain fundamental corporate changes or changes to the Company's business activities; make investments; sell or otherwise dispose of assets; engage in sale-leaseback or hedging transactions; repurchase stock, pay dividends or make similar distributions; repay other indebtedness; engage in certain affiliate transactions; or enter into agreements that restrict the Company's ability to create liens, pay dividends or make loan repayments. The Senior Secured Credit Facility also includes financial covenants that require the Company to maintain:

- a consolidated leverage ratio on the last day of any fiscal quarter, not to exceed (i) in the case of any fiscal quarter ending after December 31, 2017 and on or prior to December 31, 2019, (a) the sum of 4.00 and an amount (not to exceed 0.50) to reflect debt used to reduce NCR's unfunded pension liabilities to (b) 1.00, and (ii) in the case of any fiscal quarter ending after December 31, 2019, the sum of (a) 3.75 and an amount (not to exceed 0.50) to reflect debt used to reduce NCR's unfunded pension liabilities to (b) 1.00; and
- an interest coverage ratio on the last day of any fiscal quarter greater than or equal to 3.50 to 1.00.

At March 31, 2018, the maximum consolidated leverage ratio under the Senior Secured Credit Facility was 4.10 to 1.00.

The Senior Secured Credit Facility also includes provisions for events of default, which are customary for similar financings. Upon the occurrence of an event of default, the lenders may, among other things, terminate the loan commitments, accelerate all loans and require cash collateral deposits in respect of outstanding letters of credit. If the Company is unable to pay or repay the amounts due, the lenders could, among other things, proceed against the collateral granted to them to secure such indebtedness.

The Company may request, at any time and from time to time, but the lenders are not obligated to fund, the establishment of one or more incremental term loans and/or revolving credit facilities (subject to the agreement of existing lenders or additional financial institutions to provide such term loans and/or revolving credit facilities) with commitments in an aggregate amount not to exceed the greater of (i) \$150 million, and (ii) such amount as would not (a) prior to the date that the Company obtains an investment grade rating cause the leverage ratio under the Senior Secured Credit Facility, calculated on a pro forma basis including the incremental facility and assuming that it and the revolver are fully drawn, to exceed 2.50 to 1.00, and (b) on and after the date that the Company obtains an investment grade rating cause the leverage ratio under the Senior Secured Credit Facility, calculated on a pro forma basis including the incremental facility and assuming that it and the revolver are fully drawn, to exceed a ratio that is 0.50 less than the leverage ratio then applicable under the financial covenants of the Senior Secured Credit Facility, the proceeds of which can be used for working capital requirements and other general corporate purposes.

Senior Unsecured Notes On September 17, 2012, the Company issued \$600 million aggregate principal amount of 5.00% senior unsecured notes due in 2022 (the 5.00% Notes). The 5.00% Notes were sold at 100% of the principal amount and will mature on July 15, 2022. On December 18, 2012, the Company issued \$500 million aggregate principal amount of 4.625% senior unsecured notes due in 2021 (the 4.625% Notes). The 4.625% Notes were sold at 100% of the principal amount and will mature on February 15, 2021. On December 19, 2013, the Company issued \$400 million aggregate principal amount of 5.875% senior unsecured notes due in 2021 (the 5.875% Notes) and \$700 million aggregate principal amount of 6.375% senior unsecured notes due in 2023 (the 6.375% Notes). The 5.875% Notes were sold at 100% of the principal amount and will mature on December 15, 2021 and the 6.375% Notes were sold at 100% of the principal amount and will mature on December 15, 2023. The senior unsecured notes are guaranteed, fully and unconditionally, on an unsecured senior basis, by our subsidiary, NCR International, Inc. Under the indentures for these notes, the Company has the option to redeem each series of notes, in whole or in part, at various times for specified prices, plus accrued and unpaid interest.

NCR Corporation
Notes to Condensed Consolidated Financial Statements (Unaudited)—(Continued)

The terms of the indentures for these notes limit the ability of the Company and certain of its subsidiaries to, among other things, incur additional debt or issue redeemable preferred stock; pay dividends or make certain other restricted payments or investments; incur liens; sell assets; incur restrictions on the ability of the Company's subsidiaries to pay dividends to the Company; enter into affiliate transactions; engage in sale and leaseback transactions; and consolidate, merge, sell or otherwise dispose of all or substantially all of the Company's or such subsidiaries' assets. These covenants are subject to significant exceptions and qualifications. For example, if these notes are assigned an investment grade rating by Moody's or S&P and no default has occurred or is continuing, certain covenants will be terminated.

Trade Receivables Securitization Facility In November 2014, the Company established a two-year revolving trade receivables securitization facility (the A/R Facility) with PNC Bank, National Association (PNC) as the administrative agent, and various lenders. In November 2016, the Company amended the A/R Facility to extend the maturity date to November 2018. The A/R Facility provides for up to \$200 million in funding based on the availability of eligible receivables and other customary factors and conditions.

Under the A/R Facility, NCR sells and/or contributes certain of its U.S. trade receivables to a wholly-owned, bankruptcy-remote subsidiary as they are originated, and advances by the lenders to that subsidiary are secured by those trade receivables. The assets of this financing subsidiary are restricted as collateral for the payment of its obligations under the A/R Facility, and its assets and credit are not available to satisfy the debts and obligations owed to the creditors of the Company. The Company includes the assets, liabilities and results of operations of this financing subsidiary in its consolidated financial statements. The financing subsidiary owned \$545 million and \$491 million of outstanding accounts receivable as of March 31, 2018 and December 31, 2017, respectively, and these amounts are included in accounts receivable, net in the Company's Condensed Consolidated Balance Sheets.

The financing subsidiary pays annual commitment and other customary fees to the lenders, and advances by a lender under the A/R Facility accrue interest (i) at a reserve-adjusted LIBOR rate or a base rate equal to the highest of (a) the applicable lender's prime rate or (b) the federal funds rate plus 0.50%, if the lender is a committed lender, or (ii) based on commercial paper interest rates if the lender is a commercial paper conduit lender. Advances may be prepaid at any time without premium or penalty.

The A/R Facility contains various customary affirmative and negative covenants and default and termination provisions that provide for the acceleration of the advances under the A/R Facility in circumstances including, but not limited to, failure to pay interest or principal when due, breach of representation, warranty or covenant, certain insolvency events or failure to maintain the security interest in the trade receivables, and defaults under other material indebtedness.

Fair Value of Debt The Company utilized Level 2 inputs, as defined in the fair value hierarchy, to measure the fair value of the long-term debt, which, as of March 31, 2018 and December 31, 2017 was \$3.13 billion and \$3.07 billion, respectively. Management's fair value estimates were based on quoted prices for recent trades of NCR's long-term debt, quoted prices for similar instruments, and inquiries with certain investment communities.

6. INCOME TAXES

Income tax provisions for interim (quarterly) periods are based on an estimated annual effective income tax rate calculated separately from the effect of significant, infrequent or unusual items. Income tax expense was \$7 million and \$14 million for the three months ended March 31, 2018 and 2017, respectively. The decrease in income tax expense was driven by lower income before taxes, the impacts of U.S. Tax Reform and an increase in discrete benefits in the three months ended March 31, 2018. The increase in discrete benefits was primarily driven by favorable audit settlements in international jurisdictions, partially offset by the decrease of favorable excess tax benefits of share-based compensation awards.

U.S. Tax Reform was enacted in December 2017. The SEC staff issued SAB 118 that allowed the Company to record provisional amounts for the impacts of the legislation, with the requirement that the accounting be completed in a period not to exceed one year from the date of enactment of the legislation, and, pursuant to SAB 118, we had reverted to tax law that existed prior to U.S. Tax Reform on several legislative items. As of December 31, 2017, the Company had not completed the accounting in its entirety for the tax effects of the legislation.

Due to the timing of the enactment and complexities in the tax legislation, we made reasonable estimates of the effects and recorded provisional amounts in our financial statements as of December 31, 2017. The provisional expense related to the re-measurement of our net U.S. deferred tax assets to the 21% corporate income tax rate and the repatriation tax, net of related foreign tax credits. As of March 31, 2018, the Company has made no adjustments to the provisional amounts. As we continue to evaluate the impact

NCR Corporation
Notes to Condensed Consolidated Financial Statements (Unaudited)—(Continued)

of U.S. Tax Reform and interpret any additional guidance issued by the U.S. Treasury Department or other standard-setting bodies, we may adjust the provisional amounts. Completion of our accounting could lead to a material increase or decrease in our effective tax rate during 2018.

The Company regularly reviews our deferred tax assets for recoverability based on the evaluation of positive and negative evidence; given current earnings and anticipated future earnings at certain subsidiaries in the United Kingdom, the Company believes that there is sufficient positive evidence available that would allow the release of a valuation allowance of approximately \$50 million to \$60 million in the quarter ending June 30, 2018.

The Company engages in continuous discussions and negotiations with taxing authorities regarding tax matters, and the Company has determined that during 2018 it expects to resolve certain tax matters related to U.S. and foreign jurisdictions. As a result, as of March 31, 2018, we estimate that it is reasonably possible that gross unrecognized tax benefits may decrease by \$50 million to \$55 million in 2018.

7. STOCK COMPENSATION PLANS

As of March 31, 2018, the Company's primary type of stock-based compensation was restricted stock units and stock options. Stock-based compensation expense for the following periods were:

In millions	Three months ended March 31	
	2018	2017
Restricted stock units	\$ 13	\$ 18
Employee stock purchase plan	1	1
Stock-based compensation expense	14	19
Tax benefit	(3)	(6)
Total stock-based compensation expense (net of tax)	\$ 11	\$ 13

Stock-based compensation expense is recognized in the financial statements based upon fair value. During the three months ended March 31, 2018, the Company granted stock options and the weighted average fair value of option grants was estimated based on the below weighted average assumptions, which was \$9.80 for the three months ended March 31, 2018. During the three months ended March 31, 2017 the Company did not grant any stock options.

	Three months ended March 31	
	2018	
Dividend yield	\$	—
Risk-free interest rate		2.47%
Expected volatility		34.81%
Expected holding period (years)		3.8

Expected volatility is calculated as the historical volatility of the Company's stock over a period equal to the expected term of the options, as management believes this is the best representation of prospective trends. The Company uses historical data to estimate option exercise and employee terminations within the valuation model. The expected holding period represents the period of time that options are expected to be outstanding. The risk-free interest rate for periods within the contractual life of the option is based on a blend of the three and five-year U.S. Treasury yield curve in effect at the time of grant.

As of March 31, 2018, the total unrecognized compensation cost of \$144 million related to unvested restricted stock grants is expected to be recognized over a weighted average period of approximately 1.2 years. As of March 31, 2018, the total unrecognized compensation cost of \$9 million related to unvested stock option grants is expected to be recognized over a weighted average period of approximately 1.9 years.

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Notes to Condensed Consolidated Financial Statements (Unaudited)—(Continued)

Employee Stock Purchase Plan Effective January 1, 2017, the Company amended its Employee Stock Purchase Plan ("ESPP") to provide employees a 15% discount on stock purchases using a three-month look-back feature where the discount is applied to the stock price that represents the lower of NCR's closing stock price on either the first day or the last day of each calendar quarter. Participants can contribute between 1% and 10% of their compensation.

For the three months ended March 31, 2018, employees purchased 0.2 million shares, at a discounted price of \$29.62. For the three months ended March 31, 2017, employees purchased 0.1 million shares, at a discounted price of \$35.33.

8. EMPLOYEE BENEFIT PLANS

Components of net periodic benefit cost (income) of the pension plans for the three months ended March 31 were as follows:

In millions	U.S. Pension Benefits		International Pension Benefits		Total Pension Benefits	
	2018	2017	2018	2017	2018	2017
Net service cost	\$ —	\$ —	\$ 2	\$ 2	\$ 2	\$ 2
Interest cost	15	18	5	5	20	23
Expected return on plan assets	(11)	(14)	(8)	(9)	(19)	(23)
Net periodic benefit cost (income)	<u>\$ 4</u>	<u>\$ 4</u>	<u>\$ (1)</u>	<u>\$ (2)</u>	<u>\$ 3</u>	<u>\$ 2</u>

The benefit from the postretirement plan for the three months ended March 31 was:

In millions	2018	2017
Amortization of:		
Prior service benefit	\$ (1)	\$ (1)
Net postretirement benefit	<u>\$ (1)</u>	<u>\$ (1)</u>

The net cost of the postemployment plan for the three months ended March 31 was:

In millions	2018	2017
Net service cost	\$ 10	\$ 14
Interest cost	1	1
Amortization of:		
Prior service benefit	(1)	(1)
Actuarial gain	—	(1)
Net benefit cost	<u>\$ 10</u>	<u>\$ 13</u>

The components of pension, postretirement and postemployment expense (benefit), other than net service cost, are included in other (expense), net in the Condensed Consolidated Statements of Operations for the three months ended March 31, 2018 and March 31, 2017.

Employer Contributions

Pension For the three months ended March 31, 2018, NCR contributed \$6 million, to its international pension plans. In 2018, NCR anticipates contributing an additional \$24 million to its international pension plans for a total of \$30 million.

Postretirement For the three months ended March 31, 2018, NCR contributed \$1 million, to its U.S. postretirement plan. NCR anticipates contributing an additional \$1 million to its U.S. postretirement plan for a total of \$2 million in 2018.

Postemployment For the three months ended March 31, 2018, NCR contributed \$8 million, to its postemployment plans. NCR anticipates contributing an additional \$52 million to its postemployment plans for a total of \$60 million in 2018.

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Notes to Condensed Consolidated Financial Statements (Unaudited)—(Continued)

9. COMMITMENTS AND CONTINGENCIES

In the normal course of business, NCR is subject to various proceedings, lawsuits, claims and other matters, including, for example, those that relate to the environment and health and safety, labor and employment, employee benefits, import/export compliance, intellectual property, data privacy and security, product liability, commercial disputes and regulatory compliance, among others. Additionally, NCR is subject to diverse and complex laws and regulations, including those relating to corporate governance, public disclosure and reporting, environmental safety and the discharge of materials into the environment, product safety, import and export compliance, data privacy and security, antitrust and competition, government contracting, anti-corruption, and labor and human resources, which are rapidly changing and subject to many possible changes in the future. Compliance with these laws and regulations, including changes in accounting standards, taxation requirements, and federal securities laws among others, may create a substantial burden on, and substantially increase costs to NCR or could have an impact on NCR's future operating results. The Company has reflected all liabilities when a loss is considered probable and reasonably estimable in the Condensed Consolidated Financial Statements. We do not believe there is a reasonable possibility that losses exceeding amounts already recognized have been incurred, but there can be no assurances that the amounts required to satisfy alleged liabilities from such matters will not impact future operating results. Other than as stated below, the Company does not currently expect to incur material capital expenditures related to such matters. However, there can be no assurances that the actual amounts required to satisfy alleged liabilities from various lawsuits, claims, legal proceedings and other matters, including, but not limited to the Fox River and Kalamazoo River environmental matters and other matters discussed below, and to comply with applicable laws and regulations, will not exceed the amounts reflected in NCR's Condensed Consolidated Financial Statements or will not have a material adverse effect on its consolidated results of operations, capital expenditures, competitive position, financial condition or cash flows.

In June 2014, one of the Company's Brazilian subsidiaries, NCR Manaus, was notified of a Brazilian federal tax assessment of R168 million, or approximately \$50 million as of March 31, 2018, including penalties and interest regarding certain federal indirect taxes for 2010 through 2012. The assessment alleges improper importation of certain components into Brazil's free trade zone that would nullify related indirect tax incentives. We have not recorded an accrual for the assessment, as the Company believes it has a valid position regarding indirect taxes in Brazil and, as such, has filed an appeal in 2014. In December 2017, the Company prevailed in this appeal regarding substantially all of the disputed amounts. However, the Brazilian federal tax authority has further appealed this dispute to the next procedural level, so the dispute is ongoing. The Company estimated the aggregate risk related to this matter to be between zero to approximately \$75 million as of March 31, 2018. Although the Company has not recorded an accrual, it is possible that the Company could be required to pay taxes, penalties and interest related to this matter, which could be material to the Company's Condensed Consolidated Financial Statements.

Environmental Matters NCR's facilities and operations are subject to a wide range of environmental protection laws, and NCR has investigatory and remedial activities underway at a number of facilities that it currently owns or operates, or formerly owned or operated, to comply, or to determine compliance, with such laws. Also, NCR has been identified, either by a government agency or by a private party seeking contribution to site clean-up costs, as a potentially responsible party (PRP) at a number of sites pursuant to various state and federal laws, including the Federal Water Pollution Control Act, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and comparable state statutes. Other than the Fox River matter and the Kalamazoo River matter discussed below, we currently do not anticipate material expenses and liabilities from these environmental matters.

Fox River NCR is one of eight entities that were formally notified by governmental and other entities, such as local Native American tribes, that they are PRPs for environmental claims (under CERCLA and other statutes) arising out of the presence of polychlorinated biphenyls (PCBs) in sediments in the lower Fox River and in the Bay of Green Bay in Wisconsin. The other Fox River PRPs that received notices are Appleton Papers Inc. (API; now known as Appvion, Inc.), P.H. Glatfelter Company ("Glatfelter"), Georgia-Pacific Consumer Products LP (GP, successor to Fort James Operating Company), WTM I Co. (formerly Wisconsin Tissue Mills, now owned by Canal Corporation, formerly known as Chesapeake Corporation), CBC Corporation (formerly Riverside Paper Corporation), U.S. Paper Mills Corp. (owned by Sonoco Products Company), and Menasha Corporation. NCR was identified as a PRP because of alleged PCB discharges from two carbonless copy paper manufacturing facilities it previously owned, which were located along the Fox River. NCR sold its facilities in 1978 to API. Some parties contended that NCR is also responsible for PCB discharges from paper mills owned by other companies because NCR carbonless copy paper "broke" was allegedly purchased by those other mills as a raw material.

The United States Environmental Protection Agency (USEPA) and Wisconsin Department of Natural Resources (together, the Governments) developed clean-up plans for the upper and lower parts of the Fox River and for portions of the Bay of Green Bay. On November 13, 2007, the Governments issued a unilateral administrative order (the 2007 Order) under CERCLA to the eight original PRPs, requiring them to perform remedial work under the Governments' clean-up plan for the lower parts of the river (operable units 2 through 5). In April 2009, NCR and API formed a limited liability company (the LLC), which entered into an

NCR Corporation
Notes to Condensed Consolidated Financial Statements (Unaudited)—(Continued)

agreement with an environmental remediation contractor to perform the work at the Fox River site. In-water dredging and remediation under the clean-up plan commenced shortly thereafter.

NCR and API, along with B.A.T Industries p.l.c. (BAT), share among themselves a portion of the cost of the Fox River clean-up and natural resource damages (NRD) based upon a 1998 agreement (the Cost Sharing Agreement), a 2005 arbitration award (subsequently confirmed as a judgment), and a September 30, 2014 Funding Agreement (the Funding Agreement). The Cost Sharing Agreement and the arbitration resolved disputes that arose out of the Company's 1978 sale of its Fox River facilities to API. The Cost Sharing Agreement and arbitration award resulted in a 45% share for NCR of the first \$75 million of such costs (a threshold that was reached in 2008), and a 40% share for amounts in excess of \$75 million. The Funding Agreement arose out of a 2012 to 2014 arbitration dispute between NCR and API, and provides for regular, ongoing funding of NCR-incurred Fox River remediation costs via contributions, made to a new limited liability corporation created by the Funding Agreement, by BAT, API and, for 2014, API's indemnitor Woodward Prospects. The Funding Agreement creates an obligation on BAT and API to fund 50% of NCR's Fox River remediation costs from October 1, 2014 forward; (API's Fox River-related obligations under the Funding Agreement were fully satisfied in 2016); the Funding Agreement also provides NCR contractual avenues for payment of, via direct and third-party sources, (1) the difference between BAT's and API's 60% obligation under the Cost Sharing Agreement and arbitration award on the one hand and their ongoing (since September 2014) 50% payments under the Funding Agreement on the other, as well as (2) the difference between the amount NCR received under the Funding Agreement and the amount owed to it under the Cost Sharing Agreement and arbitration award for the period from April 2012 through September 2014. As of March 31, 2018 and December 31, 2017, the receivable under the Funding Agreement was approximately \$39 million and \$38 million and was included in other assets in the Condensed Consolidated Balance Sheet. The Company anticipates that it will collect sums related to the receivable in 2019 or later, likely after the remediation efforts related to the Fox River matter, described below, are complete. This receivable is not taken into account in calculating the Company's Fox River net reserve.

The Company's litigations relating to contribution and enforcement claims concerning the Fox River have largely been concluded. A proposed consent decree settlement (the CD settlement) with respect to the contribution action (a case originally filed by NCR and API) and the government enforcement action (a case originally filed by the federal and state governments against several PRPs, including the Company) was successfully negotiated by NCR and the federal and state governments and was approved by the federal district court in Wisconsin, which had been presiding over those cases, on August 22, 2017. A final order of dismissal as to the Company in the contribution and government enforcement actions was subsequently entered; one party, Glatfelter, has appealed the approval of the CD settlement.

The CD settlement is expected to resolve the remaining Fox River-related claims against the Company, subject to the Glatfelter appeal referenced above. The key components of the approved CD settlement include (1) the Company's commitment to complete the remediation of the Fox River, which is now expected to be completed in 2019 or 2020; (2) the Company's conditional agreement to waive its contribution claims against the two remaining defendants in the case, GP and Glatfelter; (3) the Company's agreement not to appeal the trial court's decision on divisibility of harm; (4) the Governments' agreement to include in the settlement so-called "contribution protection" in the Company's favor as to GP's and Glatfelter's contribution claims against the Company, the effect of which will be to extinguish those claims; (5) the Governments' agreement not to pursue the Company for the Governments' past oversight costs; and (6) the Governments' agreement to exercise prosecutorial discretion in pursuing other parties for future oversight costs and long-term monitoring and maintenance, with the Company retaining so-called "backstop" liability in the event that the other parties fail to pay future oversight costs or to perform long-term monitoring and maintenance. Additionally, although certain state law claims by GP and Glatfelter against the Company may not be affected directly by the CD settlement, the CD settlement provides that the Company's contribution claims against those two parties will revive if those parties attempt to assert any claims against the Company relating to the Fox River, including any state law claims.

In the quarter ending September 30, 2017, the remediation general contractor commenced an arbitration against the LLC, in a dispute over contract interpretation. That dispute is scheduled for a hearing in early 2019.

With respect to the Company's prior dispute with API, which was generally superseded by the Funding Agreement, the Company received timely payments as they came due under the Funding Agreement. Although API filed for bankruptcy protection in October 2017, it had made all of the payments to the Company required of it by the Funding Agreement.

NCR's eventual remediation liability, followed by long-term monitoring expected to be performed by others, will depend on a number of factors. In establishing the reserve, NCR attempts to estimate a range of reasonably possible outcomes for each of these factors, although each range is itself uncertain. NCR uses its best estimate within the range, if that is possible. Where there is a range of equally possible outcomes, and there is no amount within that range that is considered to be a better estimate than any other amount, NCR uses the low end of the range. The significant factors include: (1) the total remaining clean-up costs, including long-term monitoring following completion of the clean-up, and what parties are assigned to discharge the post-clean-up tasks (as noted, the Company no longer expects to bear long-term monitoring costs); (2) total NRD for the site and the share that NCR will

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Notes to Condensed Consolidated Financial Statements (Unaudited)—(Continued)

bear (which is now resolved as to the Company); (3) the share of clean-up costs that NCR will bear (which is resolved under the CD settlement); (4) NCR's transaction and litigation costs to defend itself in this matter (with remaining litigation believed to be limited to the Glatfelter appeal and the claim brought by the general contractor, both referenced above); and (5) the share of NCR's payments that BAT will bear (which is governed by the Cost Sharing Agreement and the Funding Agreement, as discussed above; API is in bankruptcy and is not presumed likely to bear further shares of NCR's payments). With respect to NRD, in connection with a certain settlement entered into by other PRPs in 2015, the Government withdrew the NRD claims it had prosecuted on behalf of NRD trustees, including those NRD claims asserted against the Company.

Calculation of the Company's Fox River reserve is subject to several complexities, and it is possible there could be additional changes to some elements of the reserve over upcoming periods, although the Company is unable to predict or estimate such changes at this time. There can be no assurance that the clean-up and related expenditures and liabilities will not have a material effect on NCR's capital expenditures, earnings, financial condition, cash flows, or competitive position. As of March 31, 2018, the gross reserve for the Fox River matter was approximately \$33 million, compared to \$36 million as of December 31, 2017. As of March 31, 2018, the net reserve for the Fox River matter was approximately \$32 million, compared to \$35 million as of December 31, 2017. The change in the net reserve is due to payments for clean-up activities and litigation costs as well as cash payments received from indemnitors. NCR contributes to the LLC to fund remediation activities and generally, by contract, has funded certain amounts of remediation expenses in advance. As of March 31, 2018 and December 31, 2017, approximately zero remained from this funding. NCR's reserve for the Fox River matter is reduced as the LLC makes payments to the remediation contractor and other vendors with respect to remediation activities.

Under a 1996 agreement, AT&T Corp. (AT&T) and Nokia (as the successor to Lucent Technologies and Alcatel-Lucent USA) are responsible severally (not jointly) for indemnifying NCR for certain portions of the amounts paid by NCR for the Fox River matter over a defined threshold and subject to certain offsets. (The agreement governs certain aspects of AT&T's divestiture of NCR and of what was then known as Lucent Technologies.) Those companies have made the payments the Company has requested of them on an ongoing basis.

Kalamazoo River In November 2010, USEPA issued a "general notice letter" to NCR with respect to the Allied Paper, Inc./Portage Creek/Kalamazoo River Superfund Site (Kalamazoo River site) in Michigan. Three other companies - International Paper, Mead Corporation, and Consumers Energy - also received general notice letters at or about the same time. USEPA asserts that the site is contaminated by various substances, primarily PCBs, as a result of discharges by various paper mills located along the river. USEPA does not claim that the Company made direct discharges into the Kalamazoo River, and NCR never had facilities at or near the Kalamazoo River site, but USEPA indicated that "NCR may be liable under Section 107 of CERCLA... as an arranger, who by contract or agreement, arranged for the disposal, treatment and/or transportation of hazardous substances at the Site." USEPA stated that it "may issue special notice letters to [NCR] and other PRPs for future RI/FS [remedial investigation / feasibility studies] and RD/RA [remedial design / remedial action] negotiations."

In connection with the Kalamazoo River site, in December 2010 the Company, along with two other defendants, was sued in federal court by three Georgia-Pacific (GP) affiliate corporations in a private-party contribution and cost recovery action for alleged pollution. The suit, pending in Michigan, asks that the Company and the other defendants to pay a "fair portion" of these companies' costs. Various removal and remedial actions remain to be decided upon and performed at the Kalamazoo River site, the costs for which generally have not yet been determined; in 2017 Records of Decisions were issued for two parts of the river, but such decisions for the majority of the work are expected to be made only over the next several years. The suit alleges that the Company is liable to the GP entities as an "arranger" under CERCLA. The initial phase of the case was tried in a Michigan federal court in February 2013; on September 26, 2013 the court issued a decision that held NCR was liable as an "arranger" as of at least March 1969. (PCB-containing carbonless copy paper was produced from approximately 1954 to April 1971, and the majority of contamination at the Kalamazoo River site had occurred prior to 1969). NCR has preserved its right to appeal the September 2013 decision.

In the 2013 decision the Court did not determine NCR's share of overall liability. Relative shares of liability for the four companies were tried to the court in a subsequent phase of the case in December 2015. In a ruling issued on March 29, 2018, the court addressed responsibility for the costs that GP had incurred in the past, totaling to approximately \$50 million; NCR and GP were each assigned a 40% share of those costs, and the other two companies were assigned 15% and 5% as their allocations. The court indicated that it would not, in issuing its judgment (expected in the summer of 2018 or later), allocate future costs, but stated it would enter a declaratory judgment that the four companies together had responsibility for future costs, in amounts and shares to be determined. API filed for bankruptcy protection in October 2017, and thus payment of its potential share under the Funding Agreement for so-called "future sites," which would include the Kalamazoo River site, may be at risk, but as liability under the Cost Sharing Agreement and the Funding Agreement is joint and several, the bankruptcy is not anticipated to affect the Company's ability to seek that amount from BAT. The Company will also have indemnity or reimbursement claims against AT&T and Nokia under the arrangement

NCR Corporation
Notes to Condensed Consolidated Financial Statements (Unaudited)—(Continued)

discussed above in connection with the Fox River matter after expenses have met a contractual threshold set out in the 1996 agreement referenced above in the Fox River discussion.

In light of the 2018 decision, the Company has increased its reserve for the Kalamazoo River matter to \$46 million as of March 31, 2018; as many aspects of the costs of remediation will not be determined for several years (and thus the high end of a range of possible costs for many areas of the site cannot be quantified at this time). The Company has made what it considers to be reasonable estimates of the low end of a range for such costs where remedies are identified, and/or of the costs of investigations and studies for areas of the river where remedies have not yet been determined, and the reserve is informed by those estimates. The extent of NCR's potential liability remains subject to many uncertainties, particularly inasmuch as the work to be performed will take place primarily if not exclusively in the 2020s. Under other assumptions or estimates for possible costs of remediation, which the Company does not at this point consider to be reasonably estimable or verifiable, it is possible that the charge the Company has taken to discontinued operations reflected in this paragraph could approximately double.

The Company will appeal to the United States Court of Appeals for the Seventh Circuit both the 2013 court decision, which it believes is in conflict with a decision from the Fox River trial court as to Operable Unit 1 of that site and an affirmance of that decision from the Court of Appeals for the Sixth Circuit, and the 2018 court decision, on various legal grounds.

Environmental-Related Insurance Recoveries In connection with the Fox River and other environmental sites, through March 31, 2018, NCR has received a combined gross total of approximately \$202 million in settlements reached with its principal insurance carriers. Portions of many of these settlements agreed in the 2010 through 2013 timeframe are payable to a law firm that litigated the claims on the Company's behalf. Some of the settlements cover not only the Fox River but also other environmental sites; some are limited to the Kalamazoo River site. Some of the settlements are directed to defense costs and some are directed to indemnity costs. The Company does not anticipate the material insurance recoveries specific to Kalamazoo River remediation costs will be available to it, owing to considerations under applicable Michigan law. Claims with respect to Kalamazoo River defense costs have now been settled, with the amounts of those settlements included in the sum reported above.

Environmental Remediation Estimates It is difficult to estimate the future financial impact of environmental laws, including potential liabilities. NCR records environmental provisions when it is probable that a liability has been incurred and the amount or range of the liability is reasonably estimable. Provisions for estimated losses from environmental restoration and remediation are, depending on the site, based generally on internal and third-party environmental studies, estimates as to the number and participation level of other PRPs, the extent of contamination, estimated amounts for attorney and other fees, and the nature of required clean-up and restoration actions. Reserves are adjusted as further information develops or circumstances change. Management expects that the amounts reserved from time to time will be paid out over the period of investigation, negotiation, remediation and restoration for the applicable sites. The amounts provided for environmental matters in NCR's Condensed Consolidated Financial Statements are the estimated gross undiscounted amounts of such liabilities, without deductions for indemnity insurance, third-party indemnity claims or recoveries from other PRPs, except as qualified in the following sentences. In those cases where insurance carriers or third-party indemnitors have agreed to pay any amounts and management believes that collectability of such amounts is probable, the amounts are recorded in the Condensed Consolidated Financial Statements. For the Fox River and Kalamazoo River sites, as described above, assets relating to the AT&T and Nokia indemnities and to the BAT obligations are recorded as payment is supported by contractual agreements, public filings and/or payment history.

Guarantees and Product Warranties In the ordinary course of business, NCR may issue performance guarantees on behalf of its subsidiaries to certain of its customers and other parties. Some of those guarantees may be backed by standby letters of credit, surety bonds, or similar instruments. In general, under the guarantees, NCR would be obligated to perform, or cause performance, over the term of the underlying contract in the event of an unexcused, uncured breach by its subsidiary, or some other specified triggering event, in each case as defined by the applicable guarantee. NCR believes the likelihood of having to perform under any such guarantee is remote. As of March 31, 2018 and December 31, 2017, NCR had no material obligations related to such guarantees, and therefore its Condensed Consolidated Financial Statements do not have any associated liability balance.

NCR provides its customers a standard manufacturer's warranty and records, at the time of the sale, a corresponding estimated liability for potential warranty costs. Estimated future obligations due to warranty claims are based upon historical factors, such as labor rates, average repair time, travel time, number of service calls per machine and cost of replacement parts. When a sale is consummated, the total customer revenue is recognized, provided that all revenue recognition criteria are otherwise satisfied, and the associated warranty liability is recorded using pre-established warranty percentages for the respective product classes.

From time to time, product design or quality corrections are accomplished through modification programs. When identified, associated costs of labor and parts for such programs are estimated and accrued as part of the warranty reserve.

The Company recorded the activity related to the warranty reserve for the three months ended March 31 as follows:

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Notes to Condensed Consolidated Financial Statements (Unaudited)—(Continued)

In millions	2018	2017
Warranty reserve liability		
Beginning balance as of January 1	\$ 26	\$ 27
Accruals for warranties issued	8	9
Settlements (in cash or in kind)	(10)	(10)
Ending balance as of March 31	<u>\$ 24</u>	<u>\$ 26</u>

In addition, NCR provides its customers with certain indemnification rights. In general, NCR agrees to indemnify the customer if a third party asserts patent or other infringement on the part of its customers for its use of the Company's products subject to certain conditions that are generally standard within the Company's industries. On limited occasions the Company will undertake additional indemnification obligations for business reasons. From time to time, NCR also enters into agreements in connection with its acquisition and divestiture activities that include indemnification obligations by the Company. The fair value of these indemnification obligations is not readily determinable due to the conditional nature of the Company's potential obligations and the specific facts and circumstances involved with each particular agreement. The Company has not recorded a liability in connection with these indemnifications, and no current indemnification instance is material to the Company's financial position. Historically, any payments made by the Company under these types of agreements have not had a material effect on the Company's consolidated financial condition, results of operations or cash flows.

10. SERIES A CONVERTIBLE PREFERRED STOCK

On December 4, 2015, NCR issued 820,000 shares of Series A Convertible Preferred Stock to certain entities affiliated with The Blackstone Group L.P. for an aggregate purchase price of \$820 million, or \$1,000 per share, pursuant to an Investment Agreement between the Company and Blackstone, dated November 11, 2015. In connection with the issuance of the Series A Convertible Preferred Stock, the Company incurred direct and incremental expenses of \$26 million, including financial advisory fees, closing costs, legal expenses and other offering-related expenses. These direct and incremental expenses reduced the Series A Convertible Preferred Stock, and will be accreted through retained earnings as a deemed dividend from the date of issuance through the first possible known redemption date, March 16, 2024. Holders of Series A Convertible Preferred Stock are entitled to a cumulative dividend at the rate of 5.5% per annum, payable quarterly in arrears. During the three months ended March 31, 2018 and 2017, the Company paid dividends-in-kind of \$11 million and \$12 million, respectively, associated with the Series A Convertible Preferred Stock. As of March 31, 2018 and December 31, 2017, the Company had accrued dividends of \$3 million, respectively, associated with the Series A Convertible Preferred Stock. There were no cash dividends declared during the three months ended March 31, 2018 or 2017.

The Series A Convertible Preferred Stock is convertible at the option of the holders at any time into shares of common stock at a conversion price of \$30.00 per share, or a conversion rate of 33.333 shares of common stock per share of Series A Convertible Preferred Stock.

Under the Investment Agreement, Blackstone agreed not to sell or otherwise transfer its shares of Series A Convertible Preferred Stock (or any shares of common stock issued upon conversion thereof) without the Company's consent until June 4, 2017. In March 2017, we provided Blackstone with an early release from this lock-up, allowing Blackstone to sell approximately 49% of its shares of Series A Convertible Preferred Stock, and in return, Blackstone agreed to amend the Investment Agreement to extend the lock-up on the remaining 51% of its shares of Series A Convertible Preferred Stock for six months until December 1, 2017.

In connection with the early release of the lock-up, Blackstone offered for sale 342,000 shares of Series A Convertible Preferred Stock in an underwritten public offering. In addition, Blackstone converted 90,000 shares of Series A Convertible Preferred Stock into shares of our common stock and we repurchased those shares of common stock for \$48.47 per share. The underwritten offering and the stock repurchase were consummated on March 17, 2017.

The repurchase of the common shares immediately upon conversion is considered a redemption of the related preferred shares. As a result, the excess of the fair value of consideration transferred over the carrying value, of \$58 million, was included as a deemed dividend in adjusting the income from common stockholders in calculating earnings per share for the three months ended March 31, 2017. Additionally, we determined that the changes to the lock-up period were considered a modification of the Series A Convertible Preferred Stock. The impact of the modification, calculated as the difference in the fair value immediately before and immediately after the changes, of \$4 million, was included as a deemed dividend in adjusting the income from common stockholders in calculating earnings per share for the three months ended March 31, 2017. This adjustment was recorded as an

NCR Corporation
Notes to Condensed Consolidated Financial Statements (Unaudited)—(Continued)

increase to the Series A Convertible Preferred Shares and will reduce the accretion of the direct and incremental expenses associated with the original offering as described above. Refer to Note 12. Earnings per Share, for additional discussion.

As of March 31, 2018 and December 31, 2017, the maximum number of common shares that could be required to be issued upon conversion of the outstanding shares of Series A Convertible Preferred Stock was 27.9 million and 27.5 million shares, respectively.

11. STOCKHOLDER'S EQUITY

Changes in stockholders' equity in the three months ended March 31, 2018 were as follows:

in millions	NCR Stockholders' Equity	Non-Redeemable Noncontrolling Interests in Subsidiaries	Total Stockholders' Equity
Balance at December 31, 2017	\$ 719	\$ 3	\$ 722
Adoption of accounting standard updates	14	—	14
Balance at January 1, 2018	733	3	736
Net income	20	—	20
Other comprehensive income	15	—	15
Repurchases of Company common stock	(165)	—	(165)
Series A Convertible Preferred Stock dividends	(12)	—	(12)
Employee stock compensation expense	14	—	14
Tax withholdings related to vesting of stock based awards	(11)	—	(11)
Proceeds from employee stock plans	5	—	5
Balance at March 31, 2018	\$ 599	\$ 3	\$ 602

During the three months ended March 31, 2018, the Company repurchased 4.7 million shares of its common stock for \$165 million. Upon repurchase, the shares were retired. Refer to Note 1. Basis of Presentation and Summary of Significant Accounting Policies for further discussion of the adoption of accounting standard updates.

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Notes to Condensed Consolidated Financial Statements (Unaudited)—(Continued)

12. EARNINGS PER SHARE

Basic earnings per share (EPS) is calculated by dividing net income or loss attributable to NCR, less any dividends (declared or cumulative undeclared), deemed dividends, accretion or decreration, redemption or induced conversion on our Series A Convertible Preferred Stock, by the weighted average number of shares outstanding during the period.

In computing diluted EPS, we adjust the numerator used in the basic EPS computation, subject to anti-dilution requirements, to add back the dividends (declared or cumulative undeclared), deemed dividends, accretion or decreration, redemption or induced conversion on our Series A Convertible Preferred Stock. We adjust the denominator used in the basic EPS computation, subject to anti-dilution requirements, to include the dilution from potential shares related to the Series A Convertible Preferred Stock and stock-based compensation plans.

The holders of Series A Convertible Preferred Stock, unvested restricted stock units and stock options do not have nonforfeitable rights to common stock dividends or common stock dividend equivalents. Accordingly, the Series A Convertible Preferred Stock, unvested restricted stock units and stock options do not qualify as participating securities. See Note 7. Stock Compensation Plans for share information on NCR's stock compensation plans.

The components of basic earnings per share are as follows:

In millions, except per share amounts	Three months ended March 31	
	2018	2017
Numerator		
Income from continuing operations	\$ 55	\$ 57
Series A Convertible Preferred Stock dividends	(12)	(12)
Deemed dividend on modification of Series A Convertible Preferred Stock	—	(4)
Deemed dividend on Series A Convertible Preferred Stock redemption	—	(58)
Net income (loss) from continuing operations attributable to NCR common stockholders	43	(17)
Loss from discontinued operations, net of tax	(35)	—
Net income (loss) attributable to NCR common stockholders	\$ 8	\$ (17)
Denominator		
Basic weighted average number of shares outstanding	119.2	122.8
Basic earnings (loss) per share:		
From continuing operations	\$ 0.36	\$ (0.14)
From discontinued operations	(0.29)	—
Total basic earnings (loss) per share	\$ 0.07	\$ (0.14)

NCR Corporation
Notes to Condensed Consolidated Financial Statements (Unaudited)—(Continued)

The components of diluted earnings per share are as follows:

In millions, except per share amounts	Three months ended March 31	
	2018	2017
Numerator		
Income from continuing operations	\$ 55	\$ 57
Series A Convertible Preferred Stock dividends	(12)	(12)
Deemed dividend on modification of Series A Convertible Preferred Stock	—	(4)
Deemed dividend on Series A Convertible Preferred Stock redemption	—	(58)
Net income (loss) from continuing operations attributable to NCR common stockholders	43	(17)
Loss from discontinued operations, net of tax	(35)	—
Net income (loss) attributable to NCR common stockholders	\$ 8	\$ (17)
Basic weighted average number of shares outstanding	119.2	122.8
Dilutive effect of restricted stock units and stock options	4.6	—
Denominator	123.8	122.8
Diluted earnings (loss) per share:		
From continuing operations	\$ 0.35	\$ (0.14)
From discontinued operations	(0.29)	—
Total diluted earnings per share	\$ 0.06	\$ (0.14)

For the three months ended March 31, 2018, shares related to the as-if converted Series A Convertible Preferred Stock of 27.7 million were excluded from the diluted share count because their effect would have been anti-dilutive. For the three months ended March 31, 2018, there were 1.4 million weighted anti-dilutive restricted stock units and stock options outstanding.

For the three months ended March 31, 2017, due to the net loss attributable to NCR common stockholders, shares related to stock-based compensation plans as well as the as-if converted Series A Convertible Preferred Stock were excluded from the diluted share count because their effect would have been anti-dilutive. The weighted shares related to stock-based compensation plans excluded were 5.4 million and the weighted as-if converted Series A Convertible Preferred Stock, considering the existing and redeemed shares, excluded were 28.8 million.

13. DERIVATIVES AND HEDGING INSTRUMENTS

NCR is exposed to risks associated with changes in foreign currency exchange rates and interest rates. NCR utilizes a variety of measures to monitor and manage these risks, including the use of derivative financial instruments. NCR has exposure to approximately 50 functional currencies. Since a substantial portion of our operations and revenue occur outside the U.S., and in currencies other than the U.S. Dollar, our results can be significantly impacted, both positively and negatively, by changes in foreign currency exchange rates.

Foreign Currency Exchange Risk

The accounting guidance for derivatives and hedging requires companies to recognize all derivative instruments as either assets or liabilities at fair value in the Condensed Consolidated Balance Sheets. The Company designates foreign exchange contracts as cash flow hedges of forecasted transactions when they are determined to be highly effective at inception.

Our risk management strategy includes hedging, on behalf of certain subsidiaries, a portion of our forecasted, non-functional currency denominated cash flows for a period of up to 15 months. As a result, some of the impact of currency fluctuations on non-functional currency denominated transactions (and hence on subsidiary operating income, as stated in the functional currency), is mitigated in the near term. The amount we hedge and the duration of hedge contracts may vary significantly. In the longer term (greater than 15 months), the subsidiaries are still subject to the effect of translating the functional currency results to U.S. Dollars.

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Notes to Condensed Consolidated Financial Statements (Unaudited)—(Continued)

To manage our exposures and mitigate the impact of currency fluctuations on the operations of our foreign subsidiaries, we hedge our main transactional exposures through the use of foreign exchange forward and option contracts. This is primarily done through the hedging of foreign currency denominated inter-company inventory purchases by NCR's marketing units and the foreign currency denominated inputs to our manufacturing units. The related foreign exchange contracts are designated as highly effective cash flow hedges. The gains or losses on these hedges are deferred in accumulated other comprehensive income (AOCI) and reclassified to income when the underlying hedged transaction is recorded in earnings. As of March 31, 2018, the balance in AOCI related to foreign exchange derivative transactions was a loss of \$5 million, net of tax. The gains or losses from derivative contracts related to inventory purchases are recorded in cost of products when the inventory is sold to an unrelated third party.

We also utilize foreign exchange contracts to hedge our exposure of assets and liabilities denominated in non-functional currencies. We recognize the gains and losses on these types of hedges in earnings as exchange rates change. We do not enter into hedges for speculative purposes.

The following tables provide information on the location and amounts of derivative fair values in the Condensed Consolidated Balance Sheets:

Fair Values of Derivative Instruments						
March 31, 2018						
In millions	Balance Sheet Location	Notional Amount	Fair Value	Balance Sheet Location	Notional Amount	Fair Value
Derivatives designated as hedging instruments						
Foreign exchange contracts	Other current assets	\$ 61	\$ 2	Other current liabilities	\$ 137	\$ 6
Total derivatives designated as hedging instruments			\$ 2			\$ 6
Derivatives not designated as hedging instruments						
Foreign exchange contracts	Other current assets	\$ 170	\$ —	Other current liabilities	\$ 199	\$ 1
Total derivatives not designated as hedging instruments			—			1
Total derivatives			\$ 2			\$ 7

Fair Values of Derivative Instruments						
December 31, 2017						
In millions	Balance Sheet Location	Notional Amount	Fair Value	Balance Sheet Location	Notional Amount	Fair Value
Derivatives designated as hedging instruments						
Foreign exchange contracts	Other current assets	\$ 104	\$ —	Other current liabilities	\$ 142	\$ 1
Total derivatives designated as hedging instruments			\$ —			\$ 1
Derivatives not designated as hedging instruments						
Foreign exchange contracts	Other current assets	\$ 101	\$ 1	Other current liabilities	\$ 292	\$ 1
Total derivatives not designated as hedging instruments			1			1
Total derivatives			\$ 1			\$ 2

NCR Corporation
Notes to Condensed Consolidated Financial Statements (Unaudited)—(Continued)

The effects of derivative instruments on the Condensed Consolidated Statements of Operations and Condensed Consolidated Statements of Comprehensive Income for the three months ended March 31, 2018 and 2017 were as follows:

In millions	Amount of Gain (Loss) Recognized in Other Comprehensive Income (OCI) on Derivative		Location of (Gain) Loss Reclassified from AOCI into the Condensed Consolidated Statement of Operations	Amount of (Gain) Loss Reclassified from AOCI into the Condensed Consolidated Statement of Operations	
	For the three months ended March 31, 2018	For the three months ended March 31, 2017		For the three months ended March 31, 2018	For the three months ended March 31, 2017
Derivatives in Cash Flow Hedging Relationships					
Foreign exchange contracts	\$ (5)	\$ (4)	Cost of products	\$ 1	\$ (2)

In millions	Derivatives not Designated as Hedging Instruments	Location of Gain (Loss) Recognized in the Condensed Consolidated Statement of Operations	Amount of Gain (Loss) Recognized in the Condensed Consolidated Statement of Operations	
			Three months ended March 31	
			2018	2017
	Foreign exchange contracts	Other (expense), net	\$ —	\$ (2)

Concentration of Credit Risk

NCR is potentially subject to concentrations of credit risk on accounts receivable and financial instruments such as hedging instruments and cash and cash equivalents. Credit risk includes the risk of nonperformance by counterparties. The maximum potential loss may exceed the amount recognized on the Condensed Consolidated Balance Sheets. Exposure to credit risk is managed through credit approvals, credit limits, selecting major international financial institutions (as counterparties to hedging transactions) and monitoring procedures. NCR's business often involves large transactions with customers, and if one or more of those customers were to default on its obligations under applicable contractual arrangements, the Company could be exposed to potentially significant losses. However, management believes that the reserves for potential losses are adequate. As of March 31, 2018, we did not have any significant concentration of credit risk related to financial instruments.

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Notes to Condensed Consolidated Financial Statements (Unaudited)—(Continued)

14. FAIR VALUE OF ASSETS AND LIABILITIES

Assets and Liabilities Measured at Fair Value on a Recurring Basis

Assets and liabilities recorded at fair value on a recurring basis as of March 31, 2018 and December 31, 2017 are set forth as follows:

		March 31, 2018			
In millions	March 31, 2018	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	
Assets:					
Deposits held in money market mutual funds ⁽¹⁾	\$ 6	\$ 6	\$ —	\$ —	
Foreign exchange contracts ⁽²⁾	2	—	2	—	
Total	\$ 8	\$ 6	\$ 2	\$ —	
Liabilities:					
Foreign exchange contracts ⁽³⁾	\$ 7	\$ —	\$ 7	\$ —	
Total	\$ 7	\$ —	\$ 7	\$ —	

		December 31, 2017			
In millions	December 31, 2017	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	
Assets:					
Deposits held in money market mutual funds ⁽¹⁾	\$ 90	\$ 90	\$ —	\$ —	
Foreign exchange contracts ⁽²⁾	1	—	1	—	
Total	\$ 91	\$ 90	\$ 1	\$ —	
Liabilities:					
Foreign exchange contracts ⁽³⁾	2	—	2	—	
Total	\$ 2	\$ —	\$ 2	\$ —	

⁽¹⁾ Included in Cash and cash equivalents in the Condensed Consolidated Balance Sheets.

⁽²⁾ Included in Other current assets in the Condensed Consolidated Balance Sheets.

⁽³⁾ Included in Other current liabilities in the Condensed Consolidated Balance Sheets.

Deposits Held in Money Market Mutual Funds A portion of the Company's excess cash is held in money market mutual funds which generate interest income based on prevailing market rates. Money market mutual fund holdings are measured at fair value using quoted market prices and are classified within Level 1 of the valuation hierarchy.

Foreign Exchange Contracts As a result of our global operating activities, we are exposed to risks from changes in foreign currency exchange rates, which may adversely affect our financial condition. To manage our exposures and mitigate the impact of currency fluctuations on our financial results, we hedge our primary transactional exposures through the use of foreign exchange forward and option contracts. The foreign exchange contracts are valued using the market approach based on observable market transactions of forward rates and are classified within Level 2 of the valuation hierarchy.

Assets Measured at Fair Value on a Non-recurring Basis

From time to time, certain assets are measured at fair value on a nonrecurring basis using significant unobservable inputs (Level 3). NCR reviews the carrying values of investments when events and circumstances warrant and considers all available evidence in evaluating when declines in fair value are other-than-temporary declines. There were no material impairment charges or material non-recurring fair value adjustments recorded during the three months ended March 31, 2018 and 2017.

NCR Corporation
Notes to Condensed Consolidated Financial Statements (Unaudited)—(Continued)

15. SEGMENT INFORMATION AND CONCENTRATIONS

The Company manages and reports the following three segments:

- **Software** - Our software offerings include industry-based software platforms, applications and application suites for the financial services, retail, hospitality and small business industries. We also offer a portfolio of other industry-oriented software applications including cash management software, video banking software, fraud and loss prevention applications, check and document imaging, remote-deposit capture and customer-facing mobile and digital banking applications for the financial services industry; and secure electronic and mobile payment solutions, sector-specific point of sale software applications, and back-office inventory and store and restaurant management applications for the retail and hospitality industries. Additionally, we provide ongoing software support and maintenance services, as well as consulting and implementation services for our software solutions.
- **Services** - Our global end-to-end services solutions include assessment and preparation, staging, installation, implementation, and maintenance and support for our solutions. We also provide systems management and complete managed services for our product offerings. In addition, we provide installation, maintenance and servicing for third party networking products and computer hardware from select manufacturers.
- **Hardware** - Our hardware solutions include our suite of financial-oriented self-service ATM-related hardware, and our retail- and hospitality-oriented point of sale (POS) terminal, self-checkout (SCO) kiosk and related hardware. We also offer other self-service kiosks, such as self-check in/out kiosks for airlines, and wayfinding solutions for buildings and campuses.

These segments represent components of the Company for which separate financial information is available that is utilized on a regular basis by the chief operating decision maker in assessing segment performance and in allocating the Company's resources. Management evaluates the performance of the segments based on revenue and segment operating income. Assets are not allocated to segments, and thus are not included in the assessment of segment performance, and consequently, we do not disclose total assets by reportable segment.

The accounting policies used to determine the results of the operating segments are the same as those utilized for the consolidated financial statements as a whole. Intersegment sales and transfers are not material.

To maintain operating focus on business performance, non-operational items are excluded from the segment operating results utilized by our chief operating decision maker in evaluating segment performance and are separately delineated to reconcile back to total reported income from operations.

NCR Corporation
Notes to Condensed Consolidated Financial Statements (Unaudited)—(Continued)

The following table presents revenue and operating income by segment:

In millions	Three months ended March 31	
	2018	2017
Revenue by segment		
Software License	\$ 70	\$ 85
Software Maintenance	91	92
Cloud	155	142
Professional Services	144	133
Software	460	452
Services	601	557
ATM	195	209
SCO	77	101
POS	184	154
IPS	—	5
Hardware	456	469
Consolidated revenue	1,517	1,478
Operating income by segment		
Software	109	124
Services	62	44
Hardware	(23)	(10)
Subtotal - segment operating income	148	158
Other adjustments ⁽¹⁾	39	43
Income from operations	\$ 109	\$ 115

⁽¹⁾ The following table presents the other adjustments for NCR:

In millions	Three months ended March 31	
	2018	2017
Transformation costs	\$ 16	\$ 13
Acquisition-related amortization of intangible assets	23	29
Acquisition-related costs	—	1
Total other adjustments	\$ 39	\$ 43

The following table presents revenue by geography for NCR:

In millions	Three months ended March 31	
	2018	2017
Americas	\$ 889	\$ 847
Europe, Middle East Africa (EMEA)	408	422
Asia Pacific (APJ)	220	209
Total revenue	\$ 1,517	\$ 1,478

The following table presents revenue from products and services for NCR:

In millions	Three months ended March 31	
	2018	2017
Product revenue	\$ 526	\$ 554
Professional services and installation services revenue	256	227
Recurring revenue, including maintenance and cloud revenue	735	697
Total revenue	\$ 1,517	\$ 1,478

NCR Corporation
Notes to Condensed Consolidated Financial Statements (Unaudited)—(Continued)

16. ACCUMULATED OTHER COMPREHENSIVE INCOME (LOSS) (AOCI)

Changes in AOCI by Component

In millions	Currency Translation Adjustments	Changes in Employee Benefit Plans	Changes in Fair Value of Effective Cash Flow Hedges	Total
Balance as of December 31, 2017	\$ (183)	\$ (15)	\$ (1)	\$ (199)
Impact of adoption of new accounting standard ⁽¹⁾	—	1	—	1
Other comprehensive income (loss) before reclassifications	19	—	(5)	14
Amounts reclassified from AOCI	—	(1)	1	—
Net current period other comprehensive income (loss)	19	—	(4)	15
Balance as of March 31, 2018	\$ (164)	\$ (15)	\$ (5)	\$ (184)

⁽¹⁾ See Note 1. Basis of Presentation and Summary of Significant Accounting Policies for further discussion on the adoption of a new accounting standard related to stranded tax affects in AOCI as a result of U.S. Tax Reform.

Reclassifications Out of AOCI

In millions	For the three months ended March 31, 2018			
	Employee Benefit Plans		Effective Cash Flow Hedge Loss	Total
	Amortization of Prior Service Benefit			
Affected line in Condensed Consolidated Statement of Operations:				
Cost of products	\$ —	\$ 1	\$ 1	\$ 1
Cost of services	(2)	—	—	(2)
Total before tax	(2)	1	1	(1)
Tax expense				1
Total reclassifications, net of tax				\$ —

In millions	For the three months ended March 31, 2017			
	Employee Benefit Plans		Effective Cash Flow Hedge Gain	Total
	Amortization of Actuarial Gain	Amortization of Prior Service Benefit		
Affected line in Condensed Consolidated Statement of Operations:				
Cost of products	\$ —	\$ —	\$ (2)	\$ (2)
Cost of services	(1)	(2)	—	(3)
Total before tax	(1)	(2)	(2)	(5)
Tax expense				1
Total reclassifications, net of tax				\$ (4)

NCR Corporation
Notes to Condensed Consolidated Financial Statements (Unaudited)—(Continued)

17. SUPPLEMENTAL FINANCIAL INFORMATION

The components of accounts receivable are summarized as follows:

In millions	March 31, 2018	December 31, 2017
Accounts receivable		
Trade	\$ 1,334	\$ 1,270
Other	43	37
Accounts receivable, gross	1,377	1,307
Less: allowance for doubtful accounts	(39)	(37)
Total accounts receivable, net	\$ 1,338	\$ 1,270

The components of inventory are summarized as follows:

In millions	March 31, 2018	December 31, 2017
Inventories		
Work in process and raw materials	\$ 211	\$ 185
Finished goods	210	190
Service parts	401	405
Total inventories	\$ 822	\$ 780

18. CONDENSED CONSOLIDATING SUPPLEMENTAL GUARANTOR INFORMATION

The Company's 5.00% Notes, 4.625% Notes, 5.875% Notes and 6.375% Notes are guaranteed by the Company's subsidiary, NCR International, Inc. (Guarantor Subsidiary), which is 100% owned by the Company and has guaranteed fully and unconditionally the obligations to pay principal and interest for these senior unsecured notes. The guarantees are subject to release under certain circumstances as described below:

- the designation of the Guarantor Subsidiary as an unrestricted subsidiary under the indenture governing the notes;
- the release of the Guarantor Subsidiary from its guarantee under the Senior Secured Credit Facility;
- the release or discharge of the indebtedness that required the guarantee of the notes by the Guarantor Subsidiary;
- the permitted sale or other disposition of the Guarantor Subsidiary to a third party; and
- the Company's exercise of its legal defeasance option of its covenant defeasance option under the indenture governing the notes.

Refer to Note 5. Debt Obligations for additional information.

In connection with the previously completed registered exchange offers for the 5.00% Notes, 4.625% Notes, 5.875% Notes and 6.375% Notes, the Company is required to comply with Rule 3-10 of SEC Regulation S-X (Rule 3-10), and has therefore included the accompanying Condensed Consolidating Financial Statements in accordance with Rule 3-10(f) of SEC Regulation S-X.

The following supplemental information sets forth, on a consolidating basis, the condensed statements of operations and comprehensive income (loss), the condensed balance sheets and the condensed statements of cash flows for the parent issuer of these senior unsecured notes, for the Guarantor Subsidiary and for the Company and all of its consolidated subsidiaries.

NCR Corporation
Notes to Condensed Consolidated Financial Statements (Unaudited)—(Continued)

Condensed Consolidating Statements of Operations and Comprehensive Income (Loss)
For the three months ended March 31, 2018

(in millions)	Parent Issuer	Guarantor Subsidiary	Non-Guarantor Subsidiaries	Eliminations	Consolidated
Product revenue	\$ 277	\$ 5	\$ 282	\$ (38)	\$ 526
Service revenue	517	8	466	—	991
Total revenue	794	13	748	(38)	1,517
Cost of products	229	4	225	(38)	420
Cost of services	342	3	332	—	677
Selling, general and administrative expenses	164	1	80	—	245
Research and development expenses	46	—	20	—	66
Total operating expenses	781	8	657	(38)	1,408
Income (loss) from operations	13	5	91	—	109
Interest expense	(39)	—	(3)	1	(41)
Other (expense) income, net	(3)	1	(2)	(1)	(5)
Income (loss) from continuing operations before income taxes	(29)	6	86	—	63
Income tax expense (benefit)	(8)	2	13	—	7
Income (loss) from continuing operations before earnings in subsidiaries	(21)	4	73	—	56
Equity in earnings of consolidated subsidiaries	76	59	—	(135)	—
Income (loss) from continuing operations	55	63	73	(135)	56
Income (loss) from discontinued operations, net of tax	(35)	—	—	—	(35)
Net income (loss)	\$ 20	\$ 63	\$ 73	\$ (135)	\$ 21
Net income (loss) attributable to noncontrolling interests	—	—	1	—	1
Net income (loss) attributable to NCR	\$ 20	\$ 63	\$ 72	\$ (135)	\$ 20
Total comprehensive income (loss)	35	62	88	(149)	36
Less comprehensive income (loss) attributable to noncontrolling interests	—	—	1	—	1
Comprehensive income (loss) attributable to NCR common stockholders	\$ 35	\$ 62	\$ 87	\$ (149)	\$ 35

NCR Corporation
Notes to Condensed Consolidated Financial Statements (Unaudited)—(Continued)

Condensed Consolidating Statements of Operations and Comprehensive Income (Loss)
For the three months ended March 31, 2017

(in millions)	Parent Issuer	Guarantor Subsidiary	Non-Guarantor Subsidiaries	Eliminations	Consolidated
Product revenue	\$ 281	\$ 40	\$ 337	\$ (104)	\$ 554
Service revenue	493	7	424	—	924
Total revenue	774	47	761	(104)	1,478
Cost of products	207	13	308	(104)	424
Cost of services	338	2	302	—	642
Selling, general and administrative expenses	134	1	95	—	230
Research and development expenses	30	—	37	—	67
Total operating expenses	709	16	742	(104)	1,363
Income (loss) from operations	65	31	19	—	115
Interest expense	(39)	—	(1)	1	(39)
Other (expense) income, net	(17)	—	13	(1)	(5)
Income (loss) from continuing operations before income taxes	9	31	31	—	71
Income tax expense (benefit)	(2)	16	—	—	14
Income (loss) from continuing operations before earnings in subsidiaries	11	15	31	—	57
Equity in earnings of consolidated subsidiaries	46	8	—	(54)	—
Income (loss) from continuing operations	57	23	31	(54)	57
Income (loss) from discontinued operations, net of tax	—	—	—	—	—
Net income (loss)	\$ 57	\$ 23	\$ 31	\$ (54)	\$ 57
Net income (loss) attributable to noncontrolling interests	—	—	—	—	—
Net income (loss) attributable to NCR	\$ 57	\$ 23	\$ 31	\$ (54)	\$ 57
Total comprehensive income (loss)	75	34	43	(77)	75
Comprehensive income (loss) attributable to NCR common stockholders	\$ 75	\$ 34	\$ 43	\$ (77)	\$ 75

NCR Corporation
Notes to Condensed Consolidated Financial Statements (Unaudited)—(Continued)

Condensed Consolidating Balance Sheet
March 31, 2018

(in millions)	Parent Issuer	Guarantor Subsidiary	Non-Guarantor Subsidiaries	Eliminations	Consolidated
Assets					
Current assets					
Cash and cash equivalents	\$ 21	\$ 11	\$ 316	\$ —	\$ 348
Accounts receivable, net	55	11	1,272	—	1,338
Inventories	327	5	490	—	822
Due from affiliates	627	1,903	229	(2,759)	—
Other current assets	106	41	173	(37)	283
Total current assets	1,136	1,971	2,480	(2,796)	2,791
Property, plant and equipment, net	206	—	132	—	338
Goodwill	2,228	—	518	—	2,746
Intangibles, net	485	—	71	—	556
Prepaid pension cost	—	—	129	—	129
Deferred income taxes	337	—	168	(31)	474
Investments in subsidiaries	3,139	2,901	—	(6,040)	—
Due from affiliates	32	—	39	(71)	—
Other assets	479	65	63	—	607
Total assets	\$ 8,042	\$ 4,937	\$ 3,600	\$ (8,938)	\$ 7,641
Liabilities and stockholders' equity					
Current liabilities					
Short-term borrowings	\$ 34	\$ —	\$ —	\$ —	\$ 34
Accounts payable	321	2	374	—	697
Payroll and benefits liabilities	91	—	99	—	190
Contract liabilities	261	7	270	—	538
Due to affiliates	1,982	123	654	(2,759)	—
Other current liabilities	192	5	225	(37)	385
Total current liabilities	2,881	137	1,622	(2,796)	1,844
Long-term debt	3,036	—	2	—	3,038
Pension and indemnity plan liabilities	518	—	292	—	810
Postretirement and postemployment benefits liabilities	19	3	111	—	133
Income tax accruals	21	6	104	—	131
Due to affiliates	—	38	33	(71)	—
Other liabilities	146	36	94	(31)	245
Total liabilities	6,621	220	2,258	(2,898)	6,201
Redeemable noncontrolling interest	—	—	16	—	16
Series A convertible preferred stock	822	—	—	—	822
Stockholders' equity					
Total NCR stockholders' equity	599	4,717	1,323	(6,040)	599
Noncontrolling interests in subsidiaries	—	—	3	—	3
Total stockholders' equity	599	4,717	1,326	(6,040)	602
Total liabilities and stockholders' equity	\$ 8,042	\$ 4,937	\$ 3,600	\$ (8,938)	\$ 7,641

NCR Corporation
Notes to Condensed Consolidated Financial Statements (Unaudited)—(Continued)

Condensed Consolidating Balance Sheet
December 31, 2017

(in millions)	Parent Issuer	Guarantor Subsidiary	Non-Guarantor Subsidiaries	Eliminations	Consolidated
Assets					
Current assets					
Cash and cash equivalents	\$ 97	\$ 11	429	\$ —	\$ 537
Accounts receivable, net	62	12	1,196	—	1,270
Inventories	311	7	462	—	780
Due from affiliates	646	1,801	283	(2,730)	—
Other current assets	78	39	162	(36)	243
Total current assets	1,194	1,870	2,532	(2,766)	2,830
Property, plant and equipment, net	207	—	134	—	341
Goodwill	2,228	—	513	—	2,741
Intangibles, net	503	—	75	—	578
Prepaid pension cost	—	—	118	—	118
Deferred income taxes	334	—	157	(31)	460
Investments in subsidiaries	3,008	2,942	—	(5,950)	—
Due from affiliates	31	1	39	(71)	—
Other assets	472	63	51	—	586
Total assets	\$ 7,977	\$ 4,876	\$ 3,619	\$ (8,818)	\$ 7,654
Liabilities and stockholders' equity					
Current liabilities					
Short-term borrowings	\$ 52	\$ —	\$ —	\$ —	\$ 52
Accounts payable	382	—	380	—	762
Payroll and benefits liabilities	124	—	95	—	219
Contract liabilities	216	6	236	—	458
Due to affiliates	1,884	130	716	(2,730)	—
Other current liabilities	204	5	225	(36)	398
Total current liabilities	2,862	141	1,652	(2,766)	1,889
Long-term debt	2,937	—	2	—	2,939
Pension and indemnity plan liabilities	515	—	283	—	798
Postretirement and postemployment benefits liabilities	20	3	110	—	133
Income tax accruals	20	5	123	—	148
Due to affiliates	—	39	32	(71)	—
Other liabilities	94	36	101	(31)	200
Total liabilities	6,448	224	2,303	(2,868)	6,107
Redeemable noncontrolling interest	—	—	15	—	15
Series A convertible preferred stock	810	—	—	—	810
Stockholders' equity					
Total NCR stockholders' equity	719	4,652	1,298	(5,950)	719
Noncontrolling interests in subsidiaries	—	—	3	—	3
Total stockholders' equity	719	4,652	1,301	(5,950)	722
Total liabilities and stockholders' equity	\$ 7,977	\$ 4,876	\$ 3,619	\$ (8,818)	\$ 7,654

NCR Corporation
Notes to Condensed Consolidated Financial Statements (Unaudited)—(Continued)

Condensed Consolidating Statement of Cash Flows
For the three months ended March 31, 2018

(in millions)	Parent Issuer	Guarantor Subsidiary	Non-Guarantor Subsidiaries	Eliminations	Consolidated
Net cash provided by (used in) operating activities	\$ 26	\$ (124)	\$ 74	\$ —	\$ (24)
Investing activities					
Expenditures for property, plant and equipment	(24)	—	(5)	—	(29)
Additions to capitalized software	(35)	—	(7)	—	(42)
Proceeds from (payments of) intercompany notes	54	125	—	(179)	—
Other investing activities, net	(3)	—	—	—	(3)
Net cash provided by (used in) investing activities	(8)	125	(12)	(179)	(74)
Financing activities					
Short term borrowings, net	(1)	—	—	—	(1)
Payments on term credit facilities	(34)	—	—	—	(34)
Payments on revolving credit facilities	(260)	—	(238)	—	(498)
Borrowings on revolving credit facilities	375	—	238	—	613
Repurchase of Company common stock	(165)	—	—	—	(165)
Proceeds from employee stock plans	5	—	—	—	5
Borrowings (repayments) of intercompany notes	—	—	(179)	179	—
Tax withholding payments on behalf of employees	(11)	—	—	—	(11)
Net cash provided by (used in) financing activities	(91)	—	(179)	179	(91)
Cash flows from discontinued operations					
Net cash used in operating activities	(4)	—	—	—	(4)
Effect of exchange rate changes on cash, cash equivalents and restricted cash	—	—	5	—	5
Increase (decrease) in cash, cash equivalents and restricted cash	(77)	1	(112)	—	(188)
Cash, cash equivalents and restricted cash at beginning of period	98	10	435	—	543
Cash, cash equivalents and restricted cash at end of period	\$ 21	\$ 11	\$ 323	\$ —	\$ 355

(in millions)	March 31, 2018				
Reconciliation of cash, cash equivalents and restricted cash as shown in the Condensed Consolidated Statements of Cash Flows	Parent Issuer	Guarantor Subsidiary	Non-Guarantor Subsidiaries	Eliminations	Consolidated
Cash and cash equivalents	\$ 21	\$ 11	\$ 316	\$ —	\$ 348
Restricted cash included in Other assets	—	—	7	—	7
Total cash, cash equivalents and restricted cash	\$ 21	\$ 11	\$ 323	\$ —	\$ 355

NCR Corporation
Notes to Condensed Consolidated Financial Statements (Unaudited)—(Continued)

Condensed Consolidating Statement of Cash Flows
For the three months ended March 31, 2017

(in millions)	Parent Issuer	Guarantor Subsidiary	Non-Guarantor Subsidiaries	Eliminations	Consolidated
Net cash provided by (used in) operating activities	\$ 274	\$ 1	\$ (236)	\$ —	\$ 39
Investing activities					
Expenditures for property, plant and equipment	(4)	—	(7)	—	(11)
Additions to capitalized software	(32)	—	(9)	—	(41)
Proceeds from (payments of) intercompany notes	23	—	—	(23)	—
Investments in equity affiliates	(2)	—	—	2	—
Other investing activities, net	(1)	—	—	—	(1)
Net cash provided by (used in) investing activities	(16)	—	(16)	(21)	(53)
Financing activities					
Short term borrowings, net	—	—	3	—	3
Payments on term credit facilities	(11)	—	—	—	(11)
Payments on revolving credit facilities	(155)	—	(40)	—	(195)
Borrowings on revolving credit facilities	240	—	240	—	480
Repurchase of Company common stock	(350)	—	—	—	(350)
Proceeds from employee stock plans	3	—	—	—	3
Equity contribution	—	—	2	(2)	—
Borrowings (repayments) of intercompany notes	—	—	(23)	23	—
Tax withholding payments on behalf of employees	(22)	—	—	—	(22)
Net cash provided by (used in) financing activities	(295)	—	182	21	(92)
Cash flows from discontinued operations					
Net cash used in operating activities	(3)	—	—	—	(3)
Effect of exchange rate changes on cash, cash equivalents and restricted cash	—	—	8	—	8
Increase (decrease) in cash, cash equivalents, and restricted cash	(40)	1	(62)	—	(101)
Cash, cash equivalents and restricted cash at beginning of period	67	12	428	—	507
Cash, cash equivalents and restricted cash at end of period	\$ 27	\$ 13	\$ 366	\$ —	\$ 406

NCR Corporation
Notes to Condensed Consolidated Financial Statements (Unaudited)—(Continued)

		March 31, 2017				
(in millions)						
Reconciliation of cash, cash equivalents and restricted cash as shown in the Condensed Consolidated Statements of Cash Flows		Parent Issuer	Guarantor Subsidiary	Non-Guarantor Subsidiaries	Eliminations	Consolidated
Cash and cash equivalents	\$	27	\$ 13	\$ 361	\$ —	\$ 401
Restricted cash included in Other assets		—	—	5	—	5
Total cash, cash equivalents and restricted cash	\$	27	\$ 13	\$ 366	\$ —	\$ 406

NCR Corporation
Notes to Condensed Consolidated Financial Statements (Unaudited)—(Continued)

19. SUBSEQUENT EVENTS

Manufacturing Network Redesign As a part of its previously announced initiative to evaluate and implement programs to drive sustainable margin improvement in its hardware and services segments through higher productivity, process efficiency, and, using technology as an enabler, NCR began announcing to its employees, customers and vendors its intention to streamline its manufacturing operations by closing two manufacturing plants in the Columbus, Georgia area and another in Beijing, China. NCR plans to move the manufacturing operations at those plants to other existing NCR facilities and to current third party suppliers.

On April 23, 2018, the Company entered into a Master Services Agreement (Agreement) with Jabil Inc. (Jabil). The Agreement provides for NCR to obtain manufacturing services from Jabil for NCR's automated teller machines and self-service checkout solutions, primarily for NCR's customers in the Americas. Once manufacturing is transitioned, the outsourced manufacturing services will cover products that the Company is currently producing in its Columbus, Georgia area manufacturing plants.

Executive Leadership Changes On April 30, 2018, the Company announced the following changes to its executive leadership team and Board of Directors:

- William R. Nuti, Chairman of the Board and Chief Executive Officer, retired from NCR, effective April 30, 2018, and was appointed as Chairman Emeritus of the Company's Board of Directors. Mr. Nuti will be retained on a part time basis as a consultant for transition and continuing advisory services.
- The Company's Board of Directors appointed Michael D. Hayford to serve as the Company's President and Chief Executive Officer, and elected Mr. Hayford to the Company's Board, effective April 30, 2018.
- The Company's Board of Directors elected Frank R. Martire to the Company's Board, and appointed Mr. Martire as Executive Chairman of the Board, effective May 31, 2018.
- Mr. Chinh E. Chu, a member of the Company's Board of Directors and the Independent Lead Director, was appointed as Interim Chairman of the Board, to serve in such role until the effectiveness of the election of Frank R. Martire to the Board and the appointment of Mr. Martire as Executive Chairman of the Board.

Item 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS (MD&A)**Overview**

The following were the significant events for the first quarter of 2018, each of which is discussed more fully in later sections of this MD&A:

- Revenue increased approximately 3% from the prior year period, and was flat excluding favorable foreign currency impacts;
- Software revenue increased 2% from the prior year period, driven by cloud and professional services revenue growth of 9% and 8%, respectively, and operating margin declined 370 basis points from the prior year period;
- Services revenue increased 8% and operating margin rate expanded 240 basis points from the prior year period;
- Hardware revenue decreased 3% and operating margin rate declined 290 basis points from the prior year period; and
- The Company repurchased approximately 4.7 million shares of its common stock for \$165 million.

The rise of digital commerce, mobile engagement and globalization have dramatically altered the relationship between business and consumer. Increasingly, mega-trends such as big data, the Internet of things and the cloud are driving the next generation of changes in consumer behavior. Consumers now expect businesses to provide a rich, integrated and personalized experience across all commerce channels, including in-store, online and mobile. NCR is at the forefront of this shift to an omni-channel experience, assisting businesses of every size in their omni-channel, digital enablement and channel transformation journeys. Our mission is to innovate and enable the next generation of consumer experiences and productivity gains to enrich the interactions of businesses with their customers. To fulfill this mission, we have developed a long-term strategy built on being a global technology solutions company that uses cloud-based and other software, coupled with end-to-end smart-edge hardware and services solutions, to help our customers deliver on the promise of an omni-channel experience. We believe that our mission and long-term strategy position NCR to continue to drive sustainable revenue, profit and cash flow, and to improve value for all of our stakeholders.

To deliver on our mission and strategy, we are focused on the following main initiatives in 2018:

- *Strategic and Recurring Revenue* - Continuing our focus on cloud, software platform, smart-edge devices and professional and managed services to drive profitable revenue and operating income.
- *Sales Effectiveness* - Providing our sales force with the training, tools, support and coverage model necessary to optimize efficiency and achieve our sales plan.
- *Services Transformation* - Driving performance and sustainable margin improvement by focusing on productivity and efficiency improvements, expanding our remote diagnostics and repair capabilities, creating greater discipline in our product lifecycle management, and employing a higher mix of managed services.
- *Evolving our Business Model* - Continuing the shift in our business model to provide innovative end-to-end solutions for our customers, with best in class support while keeping an efficient cost structure to create competitive advantage.
- *New Products* - Launching new industry products, powered by our platform software with best in class product lifecycle management and go-to-market support, and migrating and releasing existing licensed software products as cloud-based products.
- *Operating Model Innovation* - Eliminating waste, utilizing effective product lifecycle management, increasing productivity, using technology as an enabler, and executing on business process improvements to reduce costs and use savings to invest in strategic initiatives, product innovation and people.
- *Customer Experience* - Improving the customer experience by improving solution quality, availability and security.
- *Team and Talent* - Developing and retaining top talent by deploying competitive recruiting and training programs, evolving our brand, and continuously engaging with employees.

Consistent with the foregoing, we are evaluating and beginning to implement certain initiatives focused on realigning resources and optimizing our portfolio of software solutions, accelerating structural changes in our services business and streamlining our hardware operations, particularly in supply chain and manufacturing. In addition, we plan, in pursuing our strategy, to continue to manage our costs effectively, to selectively pursue acquisitions and divestitures that promote our strategy, and to selectively penetrate market adjacencies in single and emerging growth industry segments.

Potentially significant risks to the execution of our initiatives and achievement of our strategy include the strength of demand for automated teller machines and other financial services hardware and its effect on our businesses; domestic and global economic and credit conditions including, in particular, those resulting from the imposition or threat of protectionist trade policies or import or export tariffs, global and regional market conditions and spending trends in the financial services and retail industries, new comprehensive U.S. tax legislation, modified or new global or regional trade agreements, the determination by the United Kingdom to exit the European Union, uncertainty over further potential changes in Eurozone participation and fluctuations in oil and commodity prices; our ability to transform our business model and to sell higher-margin software and services, including our ability to successfully streamline our hardware operations through manufacturing network redesign and use of outsourced manufacturing; the success of our restructuring plans and cost reduction initiatives; our ability to improve execution in our sales and services organizations; market acceptance of new solutions and competition in the information technology industry; cybersecurity risks and compliance with data privacy and protection requirements; disruptions in or problems with our data center hosting facilities; defects or errors in our products; the historical seasonality of our sales; tax rates and new US tax legislation; uncertainties or delays associated with the transition of key business leaders and foreign currency fluctuations.

Results from Operations

Three months Ended March 31, 2018 Compared to Three months Ended March 31, 2017

The following table shows our results for the three months ended March 31:

In millions	Three months ended March 31	
	2018	2017
Revenue	\$ 1,517	\$ 1,478
Gross margin	\$ 420	\$ 412
Gross margin as a percentage of revenue	27.7%	27.9%
Operating expenses		
Selling, general and administrative expenses	\$ 245	\$ 230
Research and development expenses	66	67
Income from operations	\$ 109	\$ 115

The following table shows our revenue by geographic theater for the three months ended March 31:

In millions	2018	% of Total	2017	% of Total	% Increase (Decrease)	% Increase (Decrease) Constant Currency ⁽¹⁾
Americas	\$ 889	58%	\$ 847	57%	5%	5%
Europe, Middle East Africa (EMEA)	408	27%	422	29%	(3)%	(11)%
Asia Pacific (APJ)	220	15%	209	14%	5%	1%
Consolidated revenue	\$ 1,517	100%	\$ 1,478	100%	3%	—%

The following table shows our revenue by segment for the three months ended March 31:

In millions	2018	% of Total	2017	% of Total	% Increase (Decrease)	% Increase (Decrease) Constant Currency ⁽¹⁾
Software	\$ 460	30%	\$ 452	30%	2%	—%
Services	601	40%	557	38%	8%	4%
Hardware	456	30%	469	32%	(3)%	(6)%
Consolidated revenue	\$ 1,517	100%	\$ 1,478	100%	3%	—%

⁽¹⁾ The tables above for the three months ended March 31 are presented with period-over-period revenue growth or declines on a constant currency basis. Constant currency is a non-GAAP measure that exclude the effects of foreign currency fluctuations. We calculate this information by translating prior period revenue growth at current period monthly average exchange rates. We believe that examining period-over-period revenue growth or decline excluding foreign currency fluctuations is useful for assessing the

underlying performance of our business, and our management uses revenue growth adjusted for constant currency to evaluate period-over-period operating performance. This non-GAAP measure should not be considered a substitute for, or superior to, period-over-period revenue growth under GAAP.

The following table provides a reconciliation of geographic theater revenue percentage growth (GAAP) to revenue percentage growth constant currency (non-GAAP) for the three months ended March 31, 2018:

	Revenue % Growth (GAAP)	Favorable (unfavorable) FX impact	Revenue % Growth Constant Currency (non- GAAP)
Americas	5%	—%	5%
EMEA	(3)%	8%	(11)%
APJ	5%	4%	1%
Consolidated revenue	3%	3%	—%

The following table provides a reconciliation of segment revenue percentage growth (GAAP) to revenue percentage growth constant currency (non-GAAP) for the three months ended March 31, 2018:

	Revenue % Growth (GAAP)	Favorable (unfavorable) FX impact	Revenue % Growth Constant Currency (non- GAAP)
Software	2%	2%	—%
Services	8%	4%	4%
Hardware	(3)%	3%	(6)%
Consolidated revenue	3%	3%	—%

Revenue

For the three months ended March 31, 2018 compared to the three months ended March 31, 2017, revenue increased 3% due to an increase in Software and Services revenue partially offset by a decrease in Hardware revenue. Foreign currency fluctuations favorably impacted the revenue comparison by 3%.

Software revenue increased 2% driven by growth in cloud and professional services, partially offset by declines in software licenses and software maintenance. Services revenue increased 8% due to growth in both hardware maintenance and managed and implementation services. Hardware revenue decreased 3% due to declines in Automated Teller Machine (ATM) and Self-Checkout (SCO) revenue, partially offset by an increase in Point-of-Sale (POS) revenue.

The changes to segment revenue and the drivers thereof are discussed in further detail under "Revenue and Operating Income by Segment" below.

Gross Margin

Gross margin as a percentage of revenue in the three months ended March 31, 2018 was 27.7% compared to 27.9%, in the three months ended March 31, 2017. Gross margin as a percentage of revenue expanded in our Services segment, which reflects the results of our strategic focus on business process improvement initiatives and a mix shift towards higher value managed services. The Services gross margin rate expansion was offset by a decline in our Software and Hardware segments. The decline in Software gross margin rate was primarily due to lower software license revenue partially offset by margin expansion in cloud. The decline in Hardware gross margin rate was due to lower volume as well as unfavorable mix of less SCO revenue.

Operating Expenses

Selling, general and administrative expenses were \$245 million, or 16.2% as a percentage of revenue, in the three months ended March 31, 2018 as compared to \$230 million, or 15.6% as a percentage of revenue, in the three months ended March 31, 2017.

Selling, general and administrative expenses in the three months ended March 31, 2018 included \$16 million of acquisition-related amortization of intangibles and \$10 million of costs related to our business transformation initiatives. Selling, general, and administrative expenses in the three months ended March 31, 2017 included \$16 million of acquisition-related amortization of intangibles, \$4 million of costs related to our business transformation initiatives and \$1 million of acquisition-related costs. Excluding these items, selling, general and administrative expenses increased from 14.1% of revenue in the three months ended March 31, 2017 to 14.4% of revenue in the three months ended March 31, 2018. The increase in selling, general and administrative expenses was due to increased sales investment as we expand our strategic offers and go to market strategy.

Research and development expenses were \$66 million, or 4.4% as a percentage of revenue, in the three months ended March 31, 2018 as compared to \$67 million, or 4.5% as a percentage of revenue, in the three months ended March 31, 2017. Research and development expenses in the three months ended March 31, 2018 and March 31, 2017 included \$2 million and \$3 million, respectively, of costs related to our business transformation initiatives. Excluding this cost, research and development expenses as a percentage of revenue decreased from 4.3% in the three months ended March 31, 2017 to 4.2% in the three months ended March 31, 2018.

Interest and Other Expense Items

Interest expense was \$41 million in the three months ended March 31, 2018 compared to \$39 million in the three months ended March 31, 2017.

Other expense, net was \$5 million in the three months ended March 31, 2018 and March 31, 2017, respectively. Other expense, net in the three months ended March 31, 2018 and 2017 included \$6 million and \$4 million, respectively, of losses from foreign currency remeasurement and foreign exchange contracts not designated as hedging instruments.

Provision for Income Taxes

Income tax provisions for interim (quarterly) periods are based on an estimated annual effective income tax rate calculated separately from the effect of significant, infrequent or unusual items. Income tax expense was \$7 million and \$14 million for the three month periods ended March 31, 2018 and 2017, respectively. The decrease in income tax expense was driven by lower income before taxes, the impacts of U.S. Tax Reform and an increase in discrete benefits in the three months ended March 31, 2018. The increase in discrete benefits was primarily driven by favorable audit settlements in international jurisdictions, partially offset by the decrease of favorable excess tax benefits of share-based compensation awards.

NCR is subject to numerous federal, state and foreign tax audits. While NCR believes that appropriate reserves exist for issues that might arise from these audits, should these audits be settled, the resulting tax effect could impact the tax provision and cash flows in 2018 or future periods. The Company regularly reviews our deferred tax assets for recoverability based on the evaluation of positive and negative evidence; given current earnings and anticipated future earnings at certain subsidiaries in the United Kingdom, the Company believes that there is sufficient positive evidence available that would allow the release of a valuation allowance of approximately \$50 million to \$60 million in the quarter ending June 30, 2018.

Loss from Discontinued Operations

In the three months ended March 31, 2018 loss from discontinued operations was \$35 million, net of tax, compared to zero in the three months ended March 31, 2017. The increase in the loss from discontinued operations in the three months ended March 31, 2018 was driven by a ruling on the Kalamazoo environmental site.

Revenue and Operating Income by Segment

The Company manages and reports the following three segments:

- **Software** - Our software offerings include industry-based software platforms, applications and application suites for the financial services, retail, hospitality and small business industries. We also offer a portfolio of other industry-oriented software applications including cash management software, video banking software, fraud and loss prevention applications, check and document imaging, remote-deposit capture and customer-facing mobile and digital banking applications for the financial services industry; and secure electronic and mobile payment solutions, sector-specific point of sale software applications, and back-office inventory and store and restaurant management applications for the retail and hospitality industries. Additionally, we provide ongoing software support and maintenance services, as well as consulting and implementation services for our software solutions.

- **Services** - Our global end-to-end services solutions include assessment and preparation, staging, installation, implementation, and maintenance and support for our solutions. We also provide systems management and complete managed services for our product offerings. In addition, we provide installation, maintenance and servicing for third party networking products and computer hardware from select manufacturers.
- **Hardware** - Our hardware solutions include our suite of financial-oriented self-service ATM-related hardware, and our retail- and hospitality-oriented point of sale terminal, self-checkout kiosk and related hardware. We also offer other self-service kiosks, such as self-check in/out kiosks for airlines, and wayfinding solutions for buildings and campuses.

Each of these segments derives its revenue by selling in the sales theaters in which NCR operates. Segments are measured for profitability by the Company's chief operating decision maker based on revenue and segment operating income. For purposes of discussing our operating results by segment, we exclude the impact of certain non-operational items from segment operating income, consistent with the manner by which management reviews each segment, evaluates performance, and reports our segment results under GAAP. This format is useful to investors because it allows analysis and comparability of operating trends. It also includes the same information that is used by NCR management to make decisions regarding the segments and to assess our financial performance. Our segment results are reconciled to total Company results reported under GAAP in Note 15. Segment Information and Concentrations of the Notes to Condensed Consolidated Financial Statements.

In the segment discussions below, we have disclosed the impact of foreign currency fluctuations as it relates to our segment revenue.

Software Segment

The following table shows the Software segment revenue and operating income for the three months ended March 31:

In millions	Three months ended March 31	
	2018	2017
Revenue	\$ 460	\$ 452
Operating income	\$ 109	\$ 124
Operating income as a percentage of revenue	23.7%	27.4%

In the three months ended March 31, 2018 compared to the three months ended March 31, 2017, Software revenue increased 2%, driven by growth in cloud revenue of 9% and professional services revenue of 8%, partially offset by declines in software license revenue of 18% and software maintenance revenue of 1%. Cloud revenue growth was due to the impact from prior period bookings and professional services revenue growth was due to demand for the Company's channel transformation and digital enablement solutions. Software license revenue declined due to lower Hardware revenue, the timing of large software transactions in the prior year and the beginning of a shift from software license revenue to cloud revenue. Software maintenance revenue declined due to lower software license revenue in prior periods. Foreign currency fluctuations had a favorable impact of 2% on the revenue comparison.

Operating income decreased in the three months ended March 31, 2018 compared to the three months ended March 31, 2017. The decrease in operating income was driven by lower software license revenue partially offset by margin expansion in cloud.

Services Segment

The following table shows the Services segment revenue and operating income for the three months ended March 31:

In millions	Three months ended March 31	
	2018	2017
Revenue	\$ 601	\$ 557
Operating income	\$ 62	\$ 44
Operating income as a percentage of revenue	10.3%	7.9%

In the three months ended March 31, 2018 compared to the three months ended March 31, 2017, Services revenue increased 8%, driven by growth in hardware maintenance revenue as a result of improving trends for the Company's channel transformation solutions, combined with increased managed and implementation services revenue. In the three months ended March 31, 2018 foreign currency fluctuations had an favorable impact on the revenue comparison of 4%.

Operating income increased in the three months ended March 31, 2018 compared to the three months ended March 31, 2017 primarily due to business process improvement initiatives and a mix shift of higher value services.

Hardware Segment

The following table shows the Hardware segment revenue and operating loss for the three months ended March 31:

In millions	Three months ended March 31	
	2018	2017
Revenue	\$ 456	\$ 469
Operating loss	\$ (23)	\$ (10)
Operating loss as a percentage of revenue	(5.0)%	(2.1)%

In the three months ended March 31, 2018 compared to the three months ended March 31, 2017, Hardware revenue decreased 3% due to declines in ATM revenue of 7% and SCO revenue of 24% partially offset by an increase in POS revenue of 19%. ATM revenue declined due to lower volume. SCO revenue declined due to the timing of customer projects compared to the prior year period. POS revenue increased due to higher demand for the Company's store transformation solutions and a new solution in the petroleum and convenience sector. Foreign currency fluctuations had a favorable impact on the revenue comparison of 3%.

Operating loss increased in the three months ended March 31, 2018 compared to the three months ended March 31, 2017 driven by lower revenue.

Financial Condition, Liquidity, and Capital Resources

Cash used in operating activities was \$24 million in the three months ended March 31, 2018 compared to cash provided by operating activities of \$39 million in the three months ended March 31, 2017. The decrease in cash provided by operating activities was due to timing of working capital.

NCR's management uses a non-GAAP measure called "free cash flow" to assess the financial performance of the Company. We define free cash flow as net cash provided by (used in) operating activities and cash provided by (used in) discontinued operations, less capital expenditures for property, plant and equipment, less additions to capitalized software, plus discretionary pension contributions and settlements. We believe free cash flow information is useful for investors because it relates the operating cash flows from the Company's continuing and discontinued operations to the capital that is spent to continue and improve business operations. In particular, free cash flow indicates the amount of cash available after capital expenditures for, among other things, investments in the Company's existing businesses, strategic acquisitions, repurchases of NCR stock and repayment of debt obligations. Free cash flow does not represent the residual cash flow available for discretionary expenditures, since there may be other non-discretionary expenditures that are not deducted from the measure. Free cash flow does not have a uniform definition under GAAP, and therefore NCR's definition may differ from other companies' definitions of this measure. This non-GAAP measure should not be considered a substitute for, or superior to, cash flows from operating activities under GAAP. The table below reconciles net cash provided by operating activities to NCR's non-GAAP measure of free cash flow for the three months ended March 31:

In millions	Three months ended March 31	
	2018	2017
Net cash (used in) provided by operating activities	\$ (24)	\$ 39
Less: Expenditures for property, plant and equipment	(29)	(11)
Less: Additions to capitalized software	(42)	(41)
Net cash used in discontinued operations	(4)	(3)
Free cash outflow (non-GAAP)	\$ (99)	\$ (16)

The increase in expenditures for property, plant and equipment was primarily due to tenant improvements in our new world headquarters, which are partially reimbursed by the lessor and included in net cash provided by operating activities.

Financing activities and certain other investing activities are not included in our calculation of free cash flow. Other investing activities primarily include business acquisitions, divestitures and investments as well as proceeds from the sale of property, plant and equipment.

Our financing activities primarily include proceeds from employee stock plans, repurchases of NCR common stock and borrowings and repayments of credit facilities and notes. During the three months ended March 31, 2018 and 2017, we repurchased a total of \$165 million and \$350 million, respectively, of our common stock. During the three months ended March 31, 2018 and 2017, proceeds from employee stock plans were \$5 million and \$3 million, respectively. During the three months ended March 31, 2018 and 2017, we paid \$11 million and \$22 million, respectively, of tax withholding payments on behalf of employees for stock based awards that vested.

Long Term Borrowings As of March 31, 2018, our senior secured credit facility consisted of a term loan facility with an aggregate outstanding principal balance of \$776 million, and a revolving credit facility in an aggregate principal amount of \$1.1 billion, of which \$115 million was outstanding. Additionally, the revolving credit facility has up to \$400 million available to certain foreign subsidiaries. Loans under the revolving credit facility are available in U.S. Dollars, Euros and Pound Sterling. The revolving credit facility also allows a portion of the availability to be used for outstanding letters of credit, and as of March 31, 2018, there were no letters of credit outstanding. As of December 31, 2017, the outstanding principal balance of the term loan facility was \$810 million and the outstanding balance on the revolving facility was zero.

As of March 31, 2018 and December 31, 2017, we had outstanding \$700 million in aggregate principal balance of 6.375% senior unsecured notes due in 2023, \$600 million in aggregate principal balance of 5.00% senior unsecured notes due in 2022, \$500 million in aggregate principal balance of 4.625% senior unsecured notes due in 2021 and \$400 million in aggregate principal balance of 5.875% senior unsecured notes due in 2021.

Our revolving trade receivables securitization facility provides the Company with up to \$200 million in funding based on the availability of eligible receivables and other customary factors and conditions. As of March 31, 2018 and December 31, 2017, the Company had zero, respectively, outstanding under the facility.

Employee Benefit Plans In 2018, we expect to make contributions of \$30 million to our international pension plans, \$60 million to our postemployment plan and \$2 million to our postretirement plan. For additional information, refer to Note 8. Employee Benefit Plans of the Notes to the Condensed Consolidated Financial Statements.

Transformation and Restructuring Initiatives To accelerate our transformation journey, we are evaluating and beginning to implement programs to prioritize driving sustainable margin improvement in our hardware and services segments targeted at driving higher productivity, process efficiency, and, using technology as an enabler. As we finalize and execute on these programs, NCR expects to incur a related pre-tax charge over the next two years in the range of approximately \$200 million to \$250 million, with \$100 million to \$150 million in 2018, that will be included in income from operations. The cash impact of these transformation initiatives is expected to be approximately \$150 million to \$200 million over the next two years, with \$100 million in 2018. We plan to achieve run-rate savings of approximately \$150 million per year by 2020.

Series A Convertible Preferred Stock On December 4, 2015, NCR issued 820,000 shares of Series A Convertible Preferred Stock to certain entities affiliated with the Blackstone Group L.P. for an aggregate purchase price of \$820 million, or \$1,000 per share, pursuant to an Investment Agreement between the Company and Blackstone, dated November 11, 2015. In connection with the issuance of the Series A Convertible Preferred Stock, the Company incurred direct and incremental expenses of \$26 million. These direct and incremental expenses reduced the Series A Convertible Preferred Stock, and will be accreted through retained earnings as a deemed dividend from the date of issuance through the first possible known redemption date, March 16, 2024. Holders of Series A Convertible Preferred Stock are entitled to a cumulative dividend at the rate of 5.5% per annum, payable quarterly in arrears. During the three months ended March 31, 2018 and 2017, the Company paid dividends-in-kind of \$11 million and \$12 million, respectively, associated with the Series A Convertible Preferred Stock. As of March 31, 2018 and December 31, 2017, the Company had accrued dividends of \$3 million, respectively, associated with the Series A Convertible Preferred Stock. There were no cash dividends declared during the three months ended March 31, 2018 or 2017.

The Series A Convertible Preferred Stock is convertible at the option of the holders at any time into shares of common stock at a conversion price of \$30.00 per share, or a conversion rate of 33.333 shares of common stock per share of Series A Convertible Preferred Stock.

As of March 31, 2018 and December 31, 2017, the maximum number of common shares that could be required to be issued upon conversion of the outstanding shares of the Series A Convertible Preferred Stock was 27.9 million and 27.5 million, respectively.

Cash and Cash Equivalents Held by Foreign Subsidiaries Cash and cash equivalents held by the Company's foreign subsidiaries at March 31, 2018 and December 31, 2017 were \$331 million and \$442 million, respectively. Under current tax laws and regulations, if cash and cash equivalents and short-term investments held outside the U.S. are distributed to the U.S. in the form of dividends or otherwise, we may be subject to additional U.S. income taxes and foreign withholding taxes, which could be significant.

Summary As of March 31, 2018, our cash and cash equivalents totaled \$348 million and our total debt was \$3.09 billion. As of March 31, 2018, our borrowing capacity under the revolving credit facility was approximately \$1.0 billion, and under our trade receivables securitization facility was \$200 million. Our ability to generate positive cash flows from operations is dependent on general economic conditions, competitive pressures, and other business and risk factors described in Item 1A of Part I of the Company's 2017 Annual Report on Form 10-K and Item 1A of Part II of this Quarterly Report on Form 10-Q. If we are unable to generate sufficient cash flows from operations, or otherwise comply with the terms of our credit facilities or senior unsecured notes, we may be required to seek additional financing alternatives.

We believe that we have sufficient liquidity based on our current cash position, cash flows from operations and existing financing to meet our required pension, postemployment, and postretirement plan contributions, remediation and other payments related to the Fox River and Kalamazoo River environmental matters, debt servicing obligations, and our operating requirements for the next twelve months.

Contractual and Other Commercial Commitments

The Company's uncertain tax positions are not expected to have a significant impact on liquidity or sources and uses of capital resources. Our product warranties are discussed in Note 9. Commitments and Contingencies of the Notes to Condensed Consolidated Financial Statements.

Critical Accounting Policies and Estimates

As described in Note 1. Basis of Presentation and Summary of Significant Accounting Policies, of the Notes to Condensed Consolidated Financial Statements, we adopted various accounting standard updates effective January 1, 2018, most notably the adoption of the new revenue recognition accounting guidance.

Management reassessed the critical accounting policies as disclosed in our 2017 Form 10-K and determined that, other than the change in accounting for revenue recognition, there were no changes to our critical accounting policies or our estimates associated with those policies in the three months ended March 31, 2018. See discussion in Note 2. Accounting Policies related to Revenue with Contracts with Customers of the Notes to Condensed Consolidated Financial Statements for new revenue recognition related accounting policies.

New Accounting Pronouncements

See discussion in Note 1. Basis of Presentation and Summary of Significant Accounting Policies of the Notes to Condensed Consolidated Financial Statements for new accounting pronouncements.

Forward-Looking Statements

This quarterly report on Form 10-Q contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. Forward-looking statements use words such as "expect," "anticipate," "outlook," "intend," "plan," "believe," "will," "should," "would," "could" and words of similar meaning. Statements that describe or relate to NCR's plans, goals, intentions, strategies or financial outlook, and statements that do not relate to historical or current fact, are examples of forward-looking statements. Forward-looking statements are based on our current beliefs, expectations and assumptions, which may not prove to be accurate, and involve a number of known and unknown risks and uncertainties, many of which are out of NCR's control. Forward-looking statements are not guarantees of future performance, and there are a number of important factors that could cause actual outcomes and results to differ materially from the results contemplated by such forward-looking statements, including those factors relating to: the strength of demand for ATMs and other financial services hardware and its effect on the results of our businesses and reportable segments; domestic and global economic and credit conditions including, in particular, those resulting from uncertainty in the "BRIC" economies, economic sanctions against Russia, the determination by Britain to exit the European Union, the potential for changes to global or regional trade agreements or the imposition of protectionist trade policies, and the imposition of import or export tariffs or border adjustments; the impact of our indebtedness and its terms on our financial and operating activities; the impact of the terms of our strategic relationship with Blackstone and our Series A Convertible Preferred Stock; the transformation of our business model and our ability to sell higher-margin software and services; the possibility of disruptions in or problems with our data center hosting facilities; cybersecurity risks and compliance with data privacy and protection requirements; our ability to successfully introduce new solutions and compete in the information technology industry; our ability to improve execution in our sales and services organizations; defects or errors in our products; manufacturing disruptions, including those caused by or related to outsourced manufacturing; collectability difficulties in subcontracting relationships in Emerging Industries; the historical seasonality of our sales; foreign currency fluctuations; the availability and success of acquisitions, divestitures and alliances; our pension strategy and underfunded pension obligation; the success of our restructuring plans and cost reduction initiatives, including those in our Hardware segment; tax rates; reliance on third party suppliers; development and

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protection of intellectual property; workforce turnover and the ability to attract and retain skilled employees; uncertainties or delays associated with the transition of key business leaders; environmental exposures from our historical and ongoing manufacturing activities; and uncertainties with regard to regulations, lawsuits, claims and other matters across various jurisdictions. Additional information concerning these and other factors can be found in the Company's filings with the U.S. Securities and Exchange Commission, including the Company's most recent annual report on Form 10-K, quarterly reports on Form 10-Q and current reports on Form 8-K. Any forward-looking statement speaks only as of the date on which it is made. The Company does not undertake any obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise.

Information About NCR

NCR encourages investors to visit its web site (<http://www.ncr.com>) which is updated regularly with financial and other important information about NCR. The contents of the Company's web site are not incorporated into this quarterly report or the Company's other filings with the U.S. Securities and Exchange Commission.

Item 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Market Risk

We are exposed to market risks primarily from changes in foreign currency exchange rates and interest rates. It is our policy to manage our foreign exchange exposure and debt structure in order to manage capital costs, control financial risks and maintain financial flexibility over the long term. In managing market risks, we employ derivatives according to documented policies and procedures, including foreign currency contracts and interest rate swaps. We do not use derivatives for trading or speculative purposes.

Foreign Exchange Risk

Since a substantial portion of our operations and revenue occur outside the United States, and in currencies other than the U.S. Dollar, our results can be significantly impacted by changes in foreign currency exchange rates. We have exposure to approximately 50 functional currencies and are exposed to foreign currency exchange risk with respect to our sales, profits and assets and liabilities denominated in currencies other than the U.S. Dollar. Although we use financial instruments to hedge certain foreign currency risks, we are not fully protected against foreign currency fluctuations and our reported results of operations could be affected by changes in foreign currency exchange rates. To manage our exposures and mitigate the impact of currency fluctuations on the operations of our foreign subsidiaries, we hedge our main transactional exposures through the use of foreign exchange forward and option contracts. These foreign exchange contracts are designated as highly effective cash flow hedges. This is primarily done through the hedging of foreign currency denominated inter-company inventory purchases by the marketing units. All of these transactions are forecasted. We also use derivatives not designated as hedging instruments consisting primarily of forward contracts to hedge foreign currency denominated balance sheet exposures. For these derivatives we recognize gains and losses in the same period as the remeasurement losses and gains of the related foreign currency-denominated exposures.

We utilize non-exchange traded financial instruments, such as foreign exchange forward and option contracts, that we purchase exclusively from highly rated financial institutions. We record these contracts on our balance sheet at fair market value based upon market price quotations from the financial institutions. We do not enter into non-exchange traded contracts that require the use of fair value estimation techniques, but if we did, they could have a material impact on our financial results.

For purposes of analyzing potential risk, we use sensitivity analysis to quantify potential impacts that market rate changes may have on the fair values of our hedge portfolio related to firmly committed or forecasted transactions. The sensitivity analysis represents the hypothetical changes in value of the hedge position and does not reflect the related gain or loss on the forecasted underlying transaction. A 10% appreciation or depreciation in the value of the U.S. Dollar against foreign currencies from the prevailing market rates would have resulted in a corresponding increase or decrease of \$18 million as of March 31, 2018 in the fair value of the hedge portfolio. The Company expects that any increase or decrease in the fair value of the portfolio would be substantially offset by increases or decreases in the underlying exposures being hedged.

The U.S. Dollar was weaker in the first quarter of 2018 compared to the first quarter of 2017 based on comparable weighted averages for our functional currencies. This had a 3% impact on first quarter 2018 revenue versus first quarter 2017 revenue. This excludes the effects of our hedging activities and, therefore, does not reflect the actual impact of fluctuations in exchange rates on our operating income.

Interest Rate Risk

We are subject to interest rate risk principally in relation to variable-rate debt. Approximately 71% of our borrowings were on a fixed rate basis as of March 31, 2018. The increase in pre-tax interest expense for the three months ended March 31, 2018 from a hypothetical 100 basis point increase in variable interest rates would be approximately \$2 million.

Concentrations of Credit Risk

We are potentially subject to concentrations of credit risk on accounts receivable and financial instruments, such as hedging instruments and cash and cash equivalents. Credit risk includes the risk of nonperformance by counterparties. The maximum potential loss may exceed the amount recognized on the balance sheet. Exposure to credit risk is managed through credit approvals, credit limits, selecting major international financial institutions (as counterparties to hedging transactions) and monitoring procedures. Our business often involves large transactions with customers for which we do not require collateral. If one or more of those customers were to default in its obligations under applicable contractual arrangements, we could be exposed to potentially significant losses. Moreover, a prolonged downturn in the global economy could have an adverse impact on the ability of our customers to pay their obligations on a timely basis. We believe that the reserves for potential losses are adequate. As of March 31, 2018, we did not have any significant concentration of credit risk related to financial instruments.

Item 4. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

NCR has established disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) of the Securities Exchange Act of 1934 (the Exchange Act)) to provide reasonable assurance that information required to be disclosed by NCR 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 provide reasonable assurance that information required to be disclosed by NCR in the reports that it files or submits under the Exchange Act is accumulated and communicated to NCR's management, including its Chief Executive and Chief Financial Officers, as appropriate to allow timely decisions regarding required disclosure. Based on their evaluation as of the end of the first quarter of 2018, conducted under their supervision and with the participation of management, the Company's Chief Executive and Chief Financial Officers have concluded that NCR's disclosure controls and procedures are effective to meet such objectives and that NCR's disclosure controls and procedures adequately alert them on a timely basis to material information relating to the Company (including its consolidated subsidiaries) required to be included in NCR's Exchange Act filings.

Changes in Internal Control over Financial Reporting

There have been no changes in our internal control over financial reporting that occurred during the three months ended March 31, 2018 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Part II. Other Information

Item 1. LEGAL PROCEEDINGS

The information required by this item is included in Note 9. Commitments and Contingencies of the Notes to Condensed Consolidated Financial Statements in this quarterly report and is incorporated herein by reference.

Item 1A. RISK FACTORS

Part I, Item 1A ("Risk Factors") of the Company's 2017 Annual Report on Form 10-K (the 2017 Annual Report) includes a discussion of the risks and uncertainties related to our business. The information presented below updates, and should be read in conjunction with, the risk factors and information disclosed in the 2017 Annual Report. Except as presented below, there have been no material changes from the risk factors described in the 2017 Annual Report.

Operating Results Fluctuations. *Our revenue, operating results, and margins could fluctuate for a number of reasons, including those described below:*

Manufacturing. At December 31, 2017:

- we manufactured our ATMs in facilities located in Columbus, Georgia, USA; Manaus, Brazil; Budapest, Hungary; Beijing, China; and Chengalpattu, India;
- our self-checkout solutions were manufactured in facilities located in Columbus, Georgia, USA and Budapest, Hungary;
- our financial kiosk solutions were manufactured in facilities located in Beijing, China; Budapest, Hungary; Manaus, Brazil; and Chengalpattu, India;
- our POS/Display terminals were manufactured in facilities located in Columbus, Georgia, USA; and Budapest, Hungary, and certain hand-held solutions were manufactured in Salzburg, Austria; and
- we outsourced the manufacturing in all geographic regions of its payment solutions, some POS terminals, printers, bar code scanners and various other kiosks.

On April 23, 2018, we announced our intention to streamline our manufacturing operations by closing two manufacturing plants in the Columbus, Georgia area and another in Beijing, China, and to move the manufacturing operations at those plants to other existing NCR facilities and to current third party suppliers. If we develop or experience problems relating to product quality or on-time delivery to customers that we are unable to quickly manage and resolve, whether due to the geographical diversity of our manufacturing base, the use of contract or outsourced manufacturing, or otherwise, we could experience business interruption that could negatively impact our business and operating results.

Reliance on Third Parties. If third party suppliers upon which we rely are not able to fulfill our needs, our ability to bring our products to market in a timely fashion could be affected. In most cases, there are a number of vendors providing the services and producing the parts and components that we utilize in or in connection with our products. However, there are some services and components that are licensed or purchased from single sources due to price, quality, technology, functionality or other reasons. For example, we depend on transaction processing services from Accenture, computer chips and microprocessors from Intel and operating systems from Microsoft. Certain parts and components used in the manufacturing of our ATMs and the delivery of many of our retail solutions are also supplied by single sources. In addition, there are a number of key suppliers for our businesses that provide us with critical products for our solutions. If we were unable to secure the necessary services, including contract manufacturing, parts, software, components or products from a particular vendor, and we had to find an alternative supplier, our new and existing product shipments and solution deliveries, or the provision of contracted services, could be delayed, impacting our business and operating results.

We have, from time to time, formed alliances with third parties that have complementary products, software, services and skills. These alliances represent many different types of relationships, such as outsourcing arrangements to manufacture hardware and subcontract agreements with third parties to perform services and provide products and software to our customers in connection with our solutions. For example, we rely on third parties for cash replenishment services for our ATM products. We also rely on Jabil Inc. to provide contract manufacturing services for our automated teller machines and self-service checkout solutions, primarily for our customers in the Americas. These alliances introduce risks that we cannot control, such as nonperformance by third parties and difficulties with or delays in integrating elements provided by third parties into our solutions. Lack of information technology

infrastructure, shortages in business capitalization, and manual processes and data integrity issues, particularly with smaller suppliers, can also create product time delays, inventory and invoicing problems, staging delays, as well as other operating issues. The failure of third parties to provide high-quality products or services that conform to required specifications or contractual arrangements could impair the delivery of our solutions on a timely basis, create exposure for non-compliance with our contractual commitments to our customers and impact our business and operating results. Also, some of these third parties have access to confidential NCR and customer data, the integrity and security of which are of significant importance to the Company.

Work Environment. *Continuous improvement, customer experience, restructuring and cost reduction initiatives could negatively impact productivity and business results.* In the past, we have undertaken restructuring plans, and, in addition, as part of our ongoing efforts to optimize our cost structure, from time to time, we shift and realign our internal organizational structure and resources. For example, on April 23, 2018, we announced our intention to streamline our manufacturing operations by closing two manufacturing plants in the Columbus, Georgia area and another in Beijing, China, and to move the manufacturing operations at those plants to other existing NCR facilities and to current third party suppliers. These activities could temporarily result in reduced productivity levels. If we are not able to timely execute on these initiatives, or if the costs to complete these initiatives is higher than anticipated, our results of operations or financial condition could be adversely affected. In addition to these initiatives, we have initiatives to grow and expand our software business, streamline our services business, enable our sales force to better sell our solutions, invest in our software and cloud solutions and improve the experience of our customers. We typically have many such initiatives underway. If we are not successful in implementing and managing these various initiatives and minimizing any resulting loss in productivity, we may not be able to achieve targeted cost savings or productivity gains, and our business and operating results could be negatively impacted.

On January 8, 2018, we opened our new world headquarters in Atlanta, Georgia, and are in the process of relocating our headquarters operations to this facility. From time to time we may undertake similar projects with respect to our office, manufacturing or other facilities. Implementation of relocation plans such as these could result in business disruption due to a lack of business continuity, which, among other things, could have a negative impact on our productivity and business and operating results.

If we do not retain key employees, or attract quality new and replacement employees, we may not be able to meet our business objectives. Our employees are vital to our success, including the successful transformation of the Company into a software and solutions driven business. Therefore, our ability to retain our key business leaders and our highly skilled software development, technical, sales, consulting and other key personnel, including key personnel of acquired businesses, is critical. These key employees may decide to leave NCR for other opportunities, or may be unavailable for health or other reasons. In addition, as our business model evolves, we may need to attract employees with different skill sets, experience and attributes to support that evolution. If we are unable to retain our key personnel, or we are unable to attract highly qualified new and replacement employees by offering competitive compensation, secure work environments and leadership opportunities now and in the future, our business and operating results could be negatively impacted. In addition, a failure to ensure the effective and timely transfer of knowledge and a smooth transition of key employees, including our Chief Executive Officer, could hinder business continuity, personnel retention and operational execution, which, among other things, could have a negative impact on our productivity and business and operating results. Uncertainties or delays associated with the transition of key business leaders could also cause fluctuation in our stock price.

Our ability to effectively manage our business could be negatively impacted if we do not invest in and maintain reliable technology infrastructure and information systems. It is periodically necessary to add to, replace, upgrade or modify our technology infrastructure and internal information systems. If we are unable to expand, replace, upgrade or modify such systems in a timely and cost-effective manner, especially in light of demands on our information technology resources, our ability to capture and process financial transactions and, therefore, our financial condition, results of operations, or ability to comply with legal and regulatory reporting obligations, may be negatively impacted.

Item 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

Plans and Programs

On October 19, 2016, the Board approved a share repurchase program, with no expiration from the date of authorization, for the systematic repurchase of the Company's common stock to offset the dilutive effects of the Company's employee stock purchase plan, equity awards and in-kind dividends on the Company's Series A Convertible Preferred Stock. Availability under this program accrues quarterly based on the average value of dilutive issuances during the quarter.

On March 12, 2017, the Board approved a second share repurchase program that provides for the repurchase of up to \$300 million of the Company's common stock.

As of March 31, 2018, \$135 million was available for repurchases under the March 2017 program, and approximately \$353 million was available for repurchases under the October 2016 dilution offset program. The timing and amount of repurchases under these programs depend upon market conditions and may be made from time to time in open market purchases, privately negotiated transactions, accelerated stock repurchase programs, issuer self-tender offers or otherwise. The repurchases will be made in compliance with applicable securities laws and may be discontinued at any time.

The Company's ability to repurchase its common stock is restricted under the Company's senior secured credit facility and terms of the indentures for the Company's senior unsecured notes, which prohibit certain share repurchases, including during the occurrence of an event of default, and establish limits on the amount that the Company is permitted to allocate to share repurchases and other restricted payments. The limitations are calculated using formulas based generally on 50% of the Company's consolidated net income for the period beginning in the third quarter of 2012 through the end of the most recently ended fiscal quarter, subject to certain other adjustments and deductions, with certain prescribed minimums. These formulas are described in greater detail in the Company's senior secured credit facility and the indentures for the Company's senior unsecured notes, each of which is filed with the SEC.

Recent Repurchases

The following table provides information relating to the Company's repurchases of common stock for the three months ended March 31, 2018, as defined in Rule 10b-18(a)(3) under the Exchange Act:

Time Period	Total Number of Shares Purchased	Average Price Paid Per Share	Total Number of Shares Purchased as Part of Current Programs ⁽¹⁾	Maximum Dollar Value of Shares that May Yet be Purchased Under Programs ⁽¹⁾
January 1 through January 31, 2018	2,405,966	\$ 35.97	2,405,966	\$ 402,518,948
February 1 through February 28, 2018	1,822,456	\$ 34.73	1,822,456	\$ 339,220,456
March 1 through March 31, 2018	443,206	\$ 34.25	443,206	\$ 488,359,307
First quarter total	4,671,628	\$ 35.33	4,671,628	

⁽¹⁾ The Company occasionally purchases vested restricted stock or exercised stock options at the current market price to cover withholding taxes. For the three months ended March 31, 2018, 335,301 shares were purchased at an average price of \$32.89 per share.

Item 6. EXHIBITS

- 2.1 Separation and Distribution Agreement, dated as of August 27, 2007, between NCR Corporation and Teradata Corporation (Exhibit 10.1 to the Current Report on Form 8-K of Teradata Corporation dated September 6, 2007).
- [3.1](#) Articles of Amendment and Restatement of NCR Corporation (incorporated by reference to Exhibit 3.1 to the Quarterly Report on Form 10-Q of NCR Corporation for the quarter ended June 30, 2016).
- [3.2](#) Bylaws of NCR Corporation, as amended and restated on February 20, 2018 (incorporated by reference to Exhibit 3.2 to the Current Report on Form 8-K of NCR Corporation dated February 23, 2018).
- 4.1 Common Stock Certificate of NCR Corporation (incorporated by reference to Exhibit 4.1 from the NCR Corporation Annual Report on Form 10-K for the year ended December 31, 1999).
- [4.2](#) Indenture, dated September 17, 2012, among NCR Corporation, as issuer, NCR International Inc. and Radiant Systems Inc. as subsidiary guarantors and U.S. Bank National Association, as trustee (incorporated by reference to Exhibit 4.01 to the Current Report on Form 8-K of NCR Corporation dated September 17, 2012).
- [4.3](#) Indenture, dated December 18, 2012, among NCR Corporation, as issuer, NCR International Inc. and Radiant Systems Inc. as subsidiary guarantors and U.S. Bank National Association, as trustee (incorporated by reference to Exhibit 4.01 to the Current Report on Form 8-K of NCR Corporation filed December 18, 2012).
- [4.4](#) Indenture, dated December 19, 2013, between NCR Escrow Corp. and U.S. Bank National Association relating to the \$400 million aggregate principal amount of 5.875% senior notes due 2021 (the “5.875% Notes”) (incorporated by reference to Exhibit 4.1 to the Current Report on Form 8-K of NCR Corporation dated December 19, 2013 (the “December 19, 2013 Form 8-K”)).
- [4.5](#) First Supplemental Indenture relating to the 5.875% Notes, dated January 10, 2014, among NCR Corporation, NCR International, Inc. and U.S. Bank National Association, as trustee (incorporated by reference to Exhibit 4.1 to the Current Report on Form 8-K of NCR Corporation dated January 10, 2014 (the “January 10, 2014 Form 8-K”)).
- [4.6](#) Indenture, dated December 19, 2013, between NCR Escrow Corp. and U.S. Bank National Association relating to the \$700 million aggregate principal amount of 6.375% senior notes due 2023 (the “6.375% Notes”) (incorporated by reference to Exhibit 4.2 to the December 19, 2013 Form 8-K).
- [4.7](#) First Supplemental Indenture relating to the 6.375% Notes, dated January 10, 2014, among NCR Corporation, NCR International, Inc. and U.S. Bank National Association, as trustee (incorporated by reference to Exhibit 4.2 to the January 10, 2014 Form 8-K).
- [10.1](#) Form of 2018 Stock Option Award Agreement under the NCR Corporation 2017 Stock Incentive Plan (the “2017 Stock Incentive Plan”).
- [10.2](#) Form of 2018 Time-Based Restricted Stock Unit Award Agreement under the 2017 Stock Incentive Plan.
- [10.3](#) Form of 2018 Performance-Vesting Restricted Stock Unit Award Agreement under the 2017 Stock Incentive Plan.
- [10.4](#) Form of 2018 Performance-Based Restricted Stock Unit Award Agreement under the 2017 Stock Incentive Plan.
- [31.1](#) Certification pursuant to Rule 13a-14(a) and Rule 15d-14(a) of the Securities Exchange Act of 1934.
- [31.2](#) Certification pursuant to Rule 13a-14(a) and Rule 15d-14(a) of the Securities Exchange Act of 1934.
- [32](#) Certification pursuant to 18 U.S.C. Section 1350 as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
- 101 Financials in XBRL Format.

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.

NCR CORPORATION

Date: May 4, 2018

By: /s/ Robert Fishman
Robert Fishman
Executive Vice President and Chief Financial Officer

2018 Stock Option Award Agreement
NCR Corporation 2017 Stock Incentive Plan
(Non-Statutory Stock Option)

You have been granted an option (the “Option”) under the NCR Corporation 2017 Stock Incentive Plan, as amended from time to time (the “Plan”), to purchase from NCR Corporation (referred to herein as “NCR” or the “Company”) a number of shares of common stock of NCR (“Shares”) at a predetermined price per Share (the “Exercise Price”), which number and price are described on the stock option information page on the website (www.netbenefits.fidelity.com) of NCR’s third-party Plan administrator (the “TPA”), subject to the terms and conditions of this 2018 Stock Option Award Agreement (this “Agreement”), including the non-competition, non-solicitation and non-recruit/hire post-employment restrictive covenants set forth in Section 10, and the Plan. The Exercise Price shall not be less than the Fair Market Value of a Share on the date of grant of the Option (the “Grant Date”). The Capitalized terms used but not defined herein are defined in the Plan.

1. **Grant of Option.** Your right to exercise the Option will expire on the seventh (7th) anniversary (the “Expiration Date”) of the Grant Date, unless sooner terminated due to your Termination of Employment as described below. If the Expiration Date falls on a Saturday, Sunday or holiday, it will be deemed to occur on the next following business day.

2. **Vesting.** The Option will become nonforfeitable, and the portion of the Option that has vested may be exercised to receive Shares (“Option Shares”), in equal annual installments (subject to mathematical rounding performed by NCR’s TPA) on each of the first (1st), second (2nd), third (3rd) and fourth (4th) anniversaries of the Grant Date (each, a “Vesting Date”). This vesting schedule is contingent upon your continuous employment with NCR or a Subsidiary or Affiliate of NCR (each, an “Employer”) as of and until each of the Vesting Dates. In the event of your Termination of Employment prior to the fourth (4th) anniversary of the Grant Date, except as otherwise provided below, the Option will terminate with respect to the then unvested portions. The Option is referred to in this Agreement as “Vested” to the extent it has become vested pursuant to this Section 2 or Section 3 below.

3. **Certain Events Resulting in Accelerated Vesting Date.** The Plan provides for what happens in connection with certain events resulting in accelerated vesting of Awards. The following chart describes the more common events. Except as otherwise provided below, in the event of your Termination of Employment prior to the applicable Vesting Date for any reason, all unvested Options will automatically terminate and be forfeited and no shares or cash will be issued or paid (as the case may be).

Termination Provisions

Termination Event	Treatment of Option
Death, Disability, Retirement, or Involuntary Termination (other than for Cause)	<p>A pro rata portion of the unvested Option will become Vested, determined by: (a) multiplying the number of Shares subject to the Option awarded pursuant to this Agreement by a fraction, the numerator of which is the number of days that you completed as an employee of the Employer during the period beginning on the Grant Date and ending on the last Vesting Date for the Option awarded under this Agreement, and the denominator of which is the number of days during the period beginning on the Grant Date and ending on the last Vesting Date for the Option awarded pursuant to this Agreement, and then (b) subtracting from the resulting amount the portion of the Option awarded pursuant to this Agreement that previously Vested under this Agreement (if any). The Vested portion of the Option may be exercised until the earlier of: (i) the first (1st) year anniversary of the date of death, Disability, Retirement or Involuntary Termination (other than for Cause), or (ii) the Expiration Date.</p> <p>Any unvested portion of the Option that does not vest in accordance with the foregoing will terminate and be forfeited.</p>
Termination for Cause or Voluntary Resignation	<p>The Option will automatically terminate and the entire unexercised Vested and unvested portion of the Option will terminate and be forfeited and will not be exercisable as of the date of such Termination of Employment by the Company for Cause or Voluntary Resignation.</p>
Change in Control Termination or Good Reason Termination	<p>The Option shall be fully Vested immediately upon your Termination of Employment due to a Change in Control termination or a Good Reason Termination, and the Option may be exercised until the earlier of: (A) the first (1st) anniversary of your Termination of Employment, or (B) the Expiration Date.</p>

For purposes of this Agreement, “Disability” means a disability for which you qualify for benefits under the NCR Long-Term Disability Plan or another long-term disability plan sponsored by NCR, its Subsidiaries or Affiliates. “Retirement” means your Termination of Employment when you are age 62 or older with at least 10 years of continuous service with the Company and its Subsidiaries and Affiliates for the period ending on the date of your Termination of Employment (but excluding service with any entity whose stock or assets were acquired by the Company for the period prior to such acquisition). “Involuntary Termination (other than for Cause)” means Termination of Employment by the Company or the Employer for any reason other than for Cause (as defined in the Plan and, for the avoidance of doubt not including any termination due to your Disability), excluding termination by the Company or the Employer during the twenty-four (24) months following a Change in Control. “Change in Control Termination” means a Termination of Employment by the Company, the Employer or the continuing entity or successor other than for Cause (as defined in the NCR Change in Control Severance Plan, to the extent that you are a participant in the NCR Change in Control Severance Plan at the time of such Termination of

Employment; otherwise as defined in the Plan and, for the avoidance of doubt, not including any termination due to your Disability) occurring during the twenty-four (24) months following a Change in Control wherein this Award is assumed, converted or replaced by the continuing entity or successor. “Good Reason Termination” means, if you are a participant in the NCR Change in Control Severance Plan, or an NCR policy or similar arrangement or individual agreement that defines “Good Reason” in the context of a resignation following a Change in Control, your Termination of Employment for Good Reason as so defined within twenty-four (24) months following a Change in Control.

Notwithstanding any provisions in this Agreement to the contrary other than Sections 4, 10, 12, and 24, in the event a Change in Control occurs prior to a Vesting Date and the Option award is not assumed, converted or replaced by the continuing entity or successor, the Option shall become fully Vested immediately prior to the Change in Control.

4. **Confidentiality.** You agree that the terms of this Agreement are to remain confidential and you will not disclose the terms of this Agreement to anyone other than your spouse, domestic partner, tax advisor, or attorney, or as required by law. You agree that you will require that persons to whom disclosure is made as permitted by this paragraph will keep any such information confidential and will not disclose it to others. Notwithstanding this confidentiality provision, you may disclose to any prospective employer the fact that you are subject to obligations of non-disclosure, non-competition, non-solicitation, and non-recruit/hire and may provide those sections of this Agreement to such prospective employer. A disclosure by you of this Agreement required pursuant to any person, court or non-governmental proceeding will not constitute a breach of this Agreement if, to the extent permitted under the circumstances, you: (a) have first provided notice to NCR and its General Counsel, at law.notices@ncr.com, and provided an opportunity to NCR to protect such information by protective order or other means; and (b) you disclose only that portion of this Agreement that you are legally required to disclose. [FOR US EMPLOYEES ONLY:] However, upon request by a U.S. government agency, such as the Securities and Exchange Commission (“SEC”) or the Department of Justice (“DOJ”) in connection with a government investigation, you may provide a copy of this Agreement to the agency without first providing notice to NCR.

5. **Adjustments Based on Certain Changes in the Common Stock.** In the event of any stock split, reverse stock split, stock dividend, recapitalization or similar change affecting the Common Stock, the Award shall be equitably adjusted in accordance with Section 3.04 of the Plan.

6. **Exercise of Option.** The Option shall be exercisable in accordance with procedures established by the administrator of NCR’s stock option program, including broker-assisted cashless exercises. In countries where deemed mandatory, upon exercise, the purchase price will be paid by simultaneous sale of the Option Shares exercised, in such a manner that NCR is not subject to taxation upon grant of the option award.

To the extent legally permissible under applicable local laws, rules and regulations, if the Option is Vested and outstanding on the Expiration Date (or such earlier date that the Option would otherwise terminate pursuant to this Agreement), then, the Option shall be automatically exercised on the Expiration Date (or such earlier date that the Option would otherwise terminate pursuant to

this Agreement) without further action by you (or your beneficiary or estate), if the Fair Market Value per Option Share exceeds the Exercise Price per Option Share on such date. Any such automatic exercise shall be made in accordance with net exercise procedures established by NCR and the administrator of NCR's stock option program, whereby NCR will withhold from the Option Shares the number of Option Shares necessary to satisfy the Exercise Price. In no event shall NCR, its employees or agents be liable for any direct, indirect, punitive, incidental, special or consequential damages or any damages whatsoever arising out of or in any related to the automatic exercise feature in this Section. By accepting the Option, you agree to the automatic exercise of the Option pursuant to this Section and the terms hereof.

7. **Settlement of Option Upon Exercise.** Within a reasonable period after any Vested portion of the Option is exercised, NCR will instruct its transfer agent and/or TPA to credit you or your successor with the number of Option Shares you exercised. Neither you nor your legal representative shall be, or have any of the rights and privileges of, a stockholder of NCR in respect of any Shares purchasable upon the exercise of the Option, in whole or in part, unless and until NCR credits you with, or causes a credit to you of, such Option Shares.

8. **Compliance with Section 409A of the Code.** The intent of the parties is that payments under this Agreement comply with Section 409A of the Code or are exempt there from, and this Agreement shall be interpreted, administered and governed in accordance with such intent.

9. **Withholding.** (a) Prior to any relevant tax or tax withholding event (as applicable) and as a condition of your receiving any Option shares with respect to which the Option has been exercised, you agree to make arrangements satisfactory to NCR and/or the Employer to satisfy all income tax, social insurance tax, payroll tax, fringe benefits tax or other Federal, state or local tax payment or withholding requirements or other tax related items (collectively, "Tax-Related Items") applicable to you as a result of or related to your participation in the Plan. In this regard, you agree to pay to NCR, including, at NCR's sole discretion, through payroll withholding or other method prescribed by the Chief Human Resources Officer, an amount equal to the amount of such Tax-Related Items required to be paid or withheld with respect to the exercise of the Option as determined in the sole discretion of NCR; provided that you will be required to pay any such amount prior to the tax or tax withholding event (as applicable) and as a condition of your receiving the Option Shares to be issued in respect of the exercise of the Option. Such payment of Tax-Related Items shall be made by NCR withholding shares of Common Stock that are issuable upon exercise of the Option equal to the amount required to be withheld or paid as determined by NCR, except to the extent that: (i) the Chief Human Resources Officer permits payment for such Tax-Related Items in cash by an employee other than an executive officer of NCR ("Executive Officer") subject to Section 16 of the Securities Exchange Act of 1934, as amended (the "Act"), or (ii) you are an Executive Officer and you elect to make payment for such Tax-Related Items in cash or by instructing NCR and any brokerage firm determined acceptable to NCR for such purpose to sell on your behalf the whole number of shares of Common Stock issuable upon exercise of the Option that NCR determines to be appropriate to generate the cash proceeds sufficient to satisfy such Tax-Related Items. Any withholding of shares or sale or cash payment pursuant to this Section shall occur on the date that the requirement to withhold or pay taxes arises, or as soon as practicable thereafter if permitted by NCR. To the extent that you are an Executive Officer who instructs a brokerage firm

sale permitted by this Section, you will be responsible for, and will indemnify and hold NCR and the Employer harmless with respect to, any and all losses, costs, damages or other expenses (including brokerage fees and other similar costs related directly to any such sale of Common Stock) arising in connection with, or related to, any such sale. You acknowledge that if, at the time any shares of Common Stock are sold to satisfy requirements relating to Tax-Related Items pursuant to this Section, you are an Executive Officer as defined above, any such sale of Common Stock must be made pursuant to an exemption from the requirements under Section 16(b) of the Act.

(b) You acknowledge that, regardless of any action taken by NCR or the Employer, the ultimate liability for all Tax-Related Items is and remains your responsibility and may exceed the amount actually withheld by NCR or the Employer. Depending on the withholding method, NCR may withhold or account for Tax-Related Items by considering such statutory withholding rates as may be determined applicable in the discretion of the Chief Human Resources Officer that will not result in an adverse accounting consequence or cost.

10. **Non-Competition, Non-Solicitation and Non-Recruit/Hire.**

(a) Pursuant to your employment with NCR (“**the Company**”), you have or will have access to, and knowledge of, certain confidential information (including, without limitation, trade secrets and information about the Company’s business, operations, customers, employees, and industry relationships) not known to, or readily ascertainable by, the public or NCR’s competitors and that gives the Company a competitive advantage (“**Confidential Information**”). You acknowledge that any unauthorized use (including use for your own benefit or to the benefit of others), transfer, or disclosure by you of NCR’s Confidential Information can place NCR at a competitive disadvantage and cause damage, financial and otherwise, to its business. You further acknowledge that, because of the knowledge of and access to the Confidential Information of the Company that you have acquired or will have acquired during your employment, you will be in a position to compete unfairly with the Company following the termination of your employment.

(b) **Post-Employment Restrictive Covenants.** Therefore, for the purpose of protecting NCR’s business interests, including the Confidential Information, goodwill and stable trained workforce of the Company, and in exchange for the benefits and consideration provided to you under this Agreement (including, without limitation, the potential future vesting of Stock Units), you agree that, for a 12-month period after the termination of your NCR employment (or if applicable law mandates a maximum time that is shorter than 12 months, then for a period of time equal to that shorter maximum period) (the “**Restricted Period**”), regardless of the reason for termination, you will not, without the prior written consent of the Chief Executive Officer of NCR:

(1). **Non-Recruit/Hire** - Directly or indirectly (including without limitation assisting third parties) recruit, hire or solicit, or attempt to recruit, hire or solicit any employee of NCR, induce or attempt to induce any employee of NCR to terminate his or her employment with NCR, or refer any such employee to anyone outside of the Company for the purpose of that NCR’s employee’s seeking, obtaining, or entering into an employment relationship or agreement to provide services;

(2). **Non-Solicitation** - Directly or indirectly (including without limitation assisting others), solicit or attempt to solicit the business of any NCR customers or prospective customers with which you had Material Contact (as defined in Section 10(c)(i) below) during the last 2 years of your NCR employment for purposes of providing products or services that are competitive with those provided by NCR;

(3). **Non-Competition** - Perform services, directly or indirectly, in any capacity (including, without limitation, as an employee, consultant, contractor, owner or member of a board of directors):

- (i) Of the type conducted, authorized, offered, or provided by you on behalf of NCR during the 2 years prior to termination of your NCR employment;
- (ii) In connection with NCR Competing Products/Services (as defined in Section 10(c)(ii)) that are similar to or serve substantially the same functions as those with respect to which you worked during the 2 years prior to termination of your NCR employment or about which you obtained trade secret or other Confidential Information;
- (iii) Within the geographic territories (including countries and regions, if applicable, or types, classes or tiers of customers if no geographic territory was assigned to you) where or for which you performed, were assigned, or had responsibilities for such services during the 2 years preceding your termination; and
- (iv) On behalf of a Competing Organization (as defined in Section 10(c)(iii)).

(c) For purposes of Section 10 of this Agreement, the following definitions shall apply:

(i) **“Material Contact”** means the contact between you and each customer or prospective customer (a) with which you dealt on behalf of NCR, (b) whose dealings with NCR were coordinated or supervised by you, (c) about whom you obtained confidential information in the ordinary course of business as a result of your association with NCR, or (d) who receives products or services authorized by NCR, the sale or provision of which results, resulted or, with regard to prospective customers, would have resulted in compensation, commissions, or earnings for you within the 2 years prior to the date of your termination;

(ii) **“Competing Products/Services”** are any products, services, solutions, platforms, or activities that compete, directly or indirectly, in whole or in part, with one or more of the products, services or activities produced, provided or engaged in by NCR (including, without limitation, products, services or activities in the planning or development stage during your NCR employment) at the time of your separation from NCR and during the 2 years prior to termination of your NCR employment;

(iii) A **“Competing Organization”** is any person, business or organization that sells, researches, develops, manufactures, markets, consults with respect to, distributes and/or provides referrals with regard to one or more Competing Products/Services;

(iv) The NCR “**Competing Organization List**,” which the Company updates from time to time, provides examples of companies that, as of the date of the List’s publication, meet the definition of Competing Organization under Section 10(c)(iii) above. However, the Competing Organization List is not comprehensive and, in the event of a conflict between Section 10(c)(iii) and the Competing Organization List, Section 10(c)(iii) controls. The most recent version of the Competing Organization List in effect at the time of the termination of your NCR employment, which is available on the NCR HR intranet, or from the NCR Law Department or HR upon request, is the version to consult for relevant examples of Competing Organizations for purposes of this Agreement. As of the Grant Date, the companies listed on Schedule A to this Agreement (and the subsidiaries of each) constitute the Company’s Competing Organization List for 2018.

(v) All references to “**NCR employment**” in this Section 10 refer to your employment by NCR (or, if different, to an affiliate or subsidiary of NCR) and shall also be deemed to include your employment, if any, by any company the stock or substantially all the assets of which NCR has acquired. As a non-limiting example, a reference to the “2 years prior to the termination of your NCR employment” may include both time as an NCR employee and time as a Retalix Ltd or Digital Insight employment.

(d) **Consideration.** You acknowledge that (a) you would not have received the benefits and consideration provided under this Agreement, including the potential future vesting of equity awards, but for your consent to abide by the Post-Employment Restricted Covenants contained in Section 10(b); (b) you must abide Section 10(b) regardless of whether any stock units or other equity has vested or been distributed as of the time of any violation of its terms; and (c) your agreement to Section 10(b) is a material component of the consideration for this Agreement.

(e) **Remedies.** You agree that, if you breach any of the provisions of this Agreement: (i) NCR shall be entitled to all of its remedies at law or in equity, including but not limited to money damages and injunctive relief; (ii) in the event of such breach, in addition to NCR’s other remedies, any unvested Stock Units will be immediately forfeited and deemed canceled, and you agree to pay immediately to NCR the Fair Market Value of any Stock Units that vested during the 18 months prior to the date of your termination of employment (or if applicable law mandates a maximum time that is shorter than 18 months, then for a period of time equal to the shorter maximum period), without regard to whether you continue to own the shares associated with such Stock Units; and (iii) NCR shall also be entitled to an accounting and repayment from you of all profits, compensation, commissions, remuneration or benefits that you (and/or the applicable Competing Organization) directly or indirectly have realized or may realize as a result of or in connection with any breach of these covenants, and such remedy shall be in addition to and not in limitation of any injunctive relief or other rights or remedies to which NCR may be entitled at law or in equity. For U.S. employees, pursuant to the Defense of Trade Secrets Act, NCR may also recover punitive damages and attorneys’ fees, and may also seek and be awarded ex parte seizure of property necessary to prevent the unauthorized use, transfer and disclosure of trade secrets.

(f) **Subsequent Employment.** You agree that, while employed by NCR and for 1 year thereafter, you will communicate the contents of this Agreement to any person, firm, association,

partnership, corporation or other entity which you intend to become employed by, contract for, associated with or represent, prior to accepting and engaging in such employment, contract, association and/or representation.

(g) **Tolling.** [FOR US EMPLOYEES ONLY:] You agree that the Restricted Period shall be tolled and suspended during and for the pendency of any violation of its terms and for the pendency of any legal proceedings to enforce any of the covenants set forth in this Section 10 and that all time that is part of or subject to such tolling and suspension shall not be counted toward the 12-month duration of the Restricted Period.

(h) **Reasonable and Necessary.** You agree that the Post-Employment Restrictive Covenants set forth in Section 10(b) are reasonable and necessary for the protection of NCR's legitimate business interests, that they do not impose a greater restraint than is necessary to protect the goodwill or other business interests of NCR, that they contain reasonable limitations as to time and scope of activity to be restrained, that they do not unduly restrict your ability to earn a living, and that they are not unduly burdensome to you.

(i) **Severability.** Each clause of this Agreement and Section constitutes an entirely separate and independent restriction and the duration, extent and application of each of the restrictions are no greater than is necessary for the protection of NCR's interests. If any part or clause of this Section 10 is held unenforceable, it shall be severed and shall not affect any other part of Section 10 and this Agreement.

(j) **Amendment for California Employees Only.** Section 10(b)'s Non-Competition, Non-Solicitation, and Non-Recruit/Hire restrictions do not apply to you if, following the termination of your NCR employment, you continue to reside or work in California. Notwithstanding the foregoing, you are and shall continue to be prohibited from any unauthorized use, transfer, or disclosure of the Company's Confidential Information, including trade secrets, pursuant to the California Trade Secrets Act, the U.S. Defend Trade Secrets Act of 2016, your confidentiality and non-disclosure agreements with NCR, and any other applicable federal, state and common law protections afforded proprietary business and trade secret information.

(k) **Non-U.S. Country-Specific Amendments.** The restrictions contained in Section 10(b)(2) and/or (3) do not apply to you if, following the termination of your NCR employment, you continue to reside or work in a country that mandates, as a non-waiveable condition, continued pay during the Restricted Period, unless NCR advises you it will tender such pay, which shall be in the minimum amount required by local law. Section 10(b)(2) and/or (3) do not apply to you if you are terminated without cause (as this term or concept is defined by applicable law) and you reside in a country that requires termination for cause in order to enforce post-employment non-competition and/or non-solicitation restrictions. [FOR EMPLOYEES IN ARGENTINA, BELGIUM, CHINA, CZECH REPUBLIC, ISRAEL, SERBIA ONLY:] The restrictions set forth in Section 10(b)(2) and/or (3), as the case may be, shall have the additional consideration of a monthly payment from NCR during the term of the Agreement in such amount as is minimally required by law ("**Non-Competition Compensation**"); however, NCR may at any time, and at its sole discretion, waive the obligations and duties set forth in Section 10(b)(2) and/or (3), which shall release NCR from the obligation of making Non-Competition Compensation payments. Subject to the foregoing and

local law, Non-Competition Compensation, if calculated based on monthly salary, will exclude any bonus, commissions, ex gratia payments, payments under any share option or incentive plan, benefits, "thirteenth-month" salary, or any payment in respect of any vacation entitlement accrued or that would have accrued during the period of the Agreement, and the payment of Non-Competition Compensation shall be made in monthly installments starting 1-month after the start of the Restricted Period (or, if applicable law mandates a maximum time that is shorter than 1 month, then for a period of time equal to that shorter maximum period) ("**Payment Period**"). If NCR does not commence the Non-Competition Compensation payments within the Payment Period, this shall affect a mutual release of Section 10(b)(2) and (3) obligations and no separate waiver need be provided by NCR. In such circumstances, you will not be subject to any ongoing non-competition or non-solicitation obligations, nor will NCR have any obligation to pay the Non-Competition Compensation; however, this release does not extend to the obligations under Section 10(b)(1), which will continue to apply. [FOR EMPLOYEES IN DENMARK, FRANCE, GERMANY ONLY:] Section 10(b)(2) and (3) of this Section do not apply to you if, following the termination of your NCR employment, you continue to reside or work in Denmark, France, or Germany; however, Section 10(b)(1) shall continue to apply. [FOR EMPLOYEES IN UAE ONLY:] In the event that you breach the Section 10(b)(3) Non-Competition restrictive covenant, you acknowledge that NCR will suffer irreparable damage, and you promise to pay NCR on demand damages in a sum equal to the amount of 6 months of your salary that was in effect when your NCR employment ended. You acknowledge that this sum represents a reasonable estimate of damages that NCR will suffer, and that, where local law allows, NCR may seek additional compensatory damages.

(l) [FOR U.S. EMPLOYEES ONLY:] Pursuant to the Defend Trade Secrets Act of 2016, you understand that: an individual may not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (i) is made (a) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (b) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. Further, an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the employer's trade secrets to the attorney and use the trade secret information in the court proceeding if the individual: (i) files any document containing the trade secret under seal; and (ii) does not disclose the trade secret, except pursuant to court order.

11. **[FOR U.S. EMPLOYEES ONLY:] Arbitration, and Class, Collective, and Representative Action Waiver** . You and NCR (collectively, "The Parties") agree that any controversy or claim arising out of or related to this Agreement and/or with respect to your employment with NCR shall be resolved by binding arbitration; the obligation to arbitrate shall also extend to and encompass any claims that you may have or assert against any NCR employees, officers, directors or agents. Notwithstanding the foregoing, the following disputes and claims are not covered by this Arbitration provision and shall therefore be resolved in any appropriate forum as required by the laws then in effect: claims for workers' compensation benefits, unemployment insurance, or state or federal disability insurance; claims for temporary or preliminary injunctive relief (including a temporary restraining order) in aid of arbitration or to maintain the status quo pending arbitration; and any other dispute or claim that has been expressly excluded from arbitration by statute. The Parties further agree that in the event of a breach of this Agreement, NCR or you

may, in addition to any other available remedies, bring an action in a Court of competent jurisdiction for equitable relief pending appointment of an arbitrator and completion of an arbitration; and, in such instance, shall not be required to post a bond. If any portion of this Arbitration provision is held unenforceable, it shall be severed and shall not affect the duty to arbitrate nor any other part of this Section. In addition:

(a) The Parties agree that any demand for arbitration shall be filed within the statute of limitations applicable to the claim or claims upon which arbitration is sought or required, or the claim shall be barred. Arbitration shall be conducted in accordance with the Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association (available at www.ADR.org) to the extent not inconsistent with the terms of this Agreement. The arbitrator shall allow discovery in the form of: (1) the mutual exchange of documents (as defined under the Federal Rules of Civil Procedure) pertaining to the claim being arbitrated and for which there is a direct and demonstrable need; and (2) up to three depositions by each party. Upon good cause shown, in a personal or telephonic hearing, the arbitrator may allow additional, non-burdensome discovery. The arbitrator shall balance the likely importance of the requested materials with the cost and burden of the discovery sought, and when disproportionate, the arbitrator may deny the request(s) or require that the requesting party advance the reasonable cost of production to the other side. Issues of arbitrability shall be determined in accordance with the U.S. federal substantive and procedural laws relating to arbitration; in all other respects, this Agreement shall be governed by the laws of the State of Georgia in the United States, without regard to its conflict-of-laws principles, and the arbitration shall be held in the metropolitan Atlanta, Georgia area, with the exception of employees who primarily reside and work in California, for whom arbitration shall be held in California, and with respect to controversies arising in California, to which California law shall apply. The arbitration shall be held before a single arbitrator who is an attorney having at least five years of experience in employment law. The arbitrator's decision and award shall be written, final and binding and may be entered in any court having jurisdiction. The Parties agree that nothing in this Agreement relieves them from any obligation they may have to exhaust certain administrative remedies before arbitrating any claims or disputes under this Agreement. Each party shall bear its own attorney fees associated with the arbitration; other costs, and the expenses of the arbitration, shall be borne as provided by the rules of the American Arbitration Association.

(b) **Class, Collective and/or Representative Action Waiver.** To the maximum extent permitted by law: (1) all covered claims under this Agreement must be brought in the party's individual capacity, and not as a plaintiff or class member in any purported class, collective or representative proceeding; (2) no claims may be brought or maintained on a class, collective or representative basis either in Court or in arbitration, notwithstanding the rules of the arbitral body; (3) such claims will be decided on an individual basis in arbitration pursuant to this Agreement; and (4) the Parties expressly waive any right with respect to any covered claims to submit, initiate, or participate as a plaintiff, claimant or member in a class action or collective action, regardless of whether the action is filed in arbitration or in court. Claims may not be joined or consolidated in arbitration with disputes brought by or against other individual(s), unless agreed to in writing by the Parties (you, NCR, and the other individual(s)). Any issue concerning the validity of this class,

collective or representative action waiver, and whether an action may proceed as a class, collective or representative action, must be decided by a Court, and an arbitrator shall not have authority to consider the issue of the validity of this waiver or whether the action may proceed as a class, collective or representative action. If, for any reason, this class, collective and/or representative action waiver is determined to be unenforceable, then the class, collective or representative claim may proceed only in a Court of competent jurisdiction and may not be arbitrated. No arbitration award or decision will have any preclusive or estoppel effect as to issues or claims in any future dispute.

12. **Compensation Recovery Policy.** By accepting the Option, you acknowledge and agree that, to the extent the Option constitutes “Covered Incentive Compensation” subject to the terms of NCR’s Compensation Recovery Policy, as the same may be in effect from time to time (the “Compensation Recovery Policy”), then, notwithstanding any other provision of this Agreement to the contrary, you may be required to forfeit the Option or repay any or all of the Option Shares pursuant to the terms of the Compensation Recovery Policy. Further, you acknowledge and agree that NCR may, to the extent permitted or required by law or regulation (including the Dodd-Frank Act), enforce any repayment obligation pursuant to the Compensation Recovery Policy by reducing any amounts that may be owing from time to time by NCR to you, whether as wages, severance, vacation pay or in the form of any other benefit or for any other reason, or enforce any other recoupment as prescribed by applicable law or regulation.

13. **Beneficiaries.** Subject to the terms of this Agreement, you may, to the extent permitted by the Chief Human Resources Officer (or his or her delegate) and such procedures of the TPA as may be in effect from time to time, designate one or more beneficiaries to receive all or part of the Option in case of your death, and you may change or revoke such designation at any time in accordance with such procedures. In the event of your death, any portion of the Option subject to such a designation that has not been superseded, modified or revoked in accordance with such procedures will be distributed to such beneficiary or beneficiaries in accordance with this Agreement. Any other portion of the Option not designated by you shall be distributable to your estate. If there is any question as to the legal right of any beneficiary to receive a distribution hereunder, the Option Shares in question may be purchased by and distributed to your estate, in which event NCR shall have no further liability to anyone with respect to the Option or such Option Shares. For information about TPA beneficiary designation procedures, or to revoke or change a beneficiary designation, please call Fidelity at 1-800-544-9354 (U.S. grantees) or 1-800-544-0275 (non-U.S. grantees), or at such other number as provided by NCR or Fidelity. If you are a non-U.S. grantee, please visit the following link for access to the toll-free number: <https://www.fidelity.com/customer-service/phone-numbers/overview>.

14. **Data Privacy.** By entering into this Agreement, you understand and acknowledge that your personal data may be collected, used or transferred, in electronic or other form, for purposes

relevant to the purposes described in this Agreement and any other Award materials (“Data”) by and among, as applicable the Employer, NCR, its Subsidiaries and Affiliates for the exclusive purpose of implementing, administering and managing your participation in the Plan.

You understand and acknowledge that the Company and the Employer may hold certain personal information about you, including, but not limited to, your name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares of stock or directorships held in NCR, details of all Stock Units or other entitlement to shares of stock awarded, cancelled, exercised, vested, unvested or outstanding in your favor, for the purpose of implementing, administering and managing the Plan.

You understand that Data will be transferred to the TPA or such other stock plan service provider as may be selected by NCR in the future, which is assisting NCR with the implementation, administration and management of the Plan. You understand that the recipients of the Data may be located in the United States or elsewhere, and that the recipients’ country (for example, the United States) may have different data privacy laws and protections than your country. It is NCR’s policy to support such transfers of your Data with appropriate safeguards. You understand that if you reside outside the United States you may request a list with the names and addresses of any potential recipients of the Data by contacting your local human resources representative. You understand that your Data will be held only as long as is necessary to implement, administer and manage your participation in the Plan.

You understand that if you reside outside the United States you may have certain rights with respect to your data. NCR. For example, you may have the right at any time, to confirm from the Company whether the Company process your Data. You may also have the right to access and review your Data, request additional information about the storage and processing of Data, require any necessary amendments to Data to correct its accuracy or to complete the Data. In certain instances, you may also the right to have your Data erased, to restrict its processing, or to require its delivery to a third party. In some jurisdictions, the Company may be required to obtain your consent to process your Data. To the extent that the Company is required by law to obtain such consents, you agree that NCR, the TPA and any other possible recipients which may assist NCR (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purpose of implementing, administering and managing your participation in the Plan.

You may refuse to consent or withdraw the consents herein, in any case without cost, by contacting in writing your local human resources representative. Further, you understand that you are providing the consents herein on a purely voluntary basis. If you do not consent, or if you later seek to revoke your consent, your employment status or service and career with the Employer will not be adversely affected; the only adverse consequence of refusing or withdrawing your consent is that NCR would not be able to grant you Stock Units or other equity awards or administer or maintain such awards. Therefore, you understand that refusing or withdrawing your consent may affect your ability to participate in the Plan. For more information on the consequences of your refusal to consent or withdrawal of consent, you understand that you may contact your local human resources representative.

15. **Non-Disclosure of Confidential Information, Including Trade Secrets.** You acknowledge and agree that your employment with NCR created a relationship of confidence and trust between you and NCR with respect to the Company's confidential information; you further acknowledge and agree that your particular position and its job duties exposed you to a broad variety of sensitive, confidential and non-public information of competitive value. You warrant and agree that (a) you will keep in confidence and trust all NCR confidential information known to you; (b) you have not transferred, used or disclosed any NCR confidential information (or assisted others in transferring, using or disclosing NCR confidential information) other than as necessary in the ordinary course of performing your duties as an NCR employee, and (c) you will not transfer, use or disclose NCR confidential information (or assist others with the transfer, use or disclosure of NCR confidential information) without the prior written consent of NCR, which may be granted or withheld in NCR's sole discretion, for any reason or no reason. [US EMPLOYEES ONLY:] Notwithstanding the foregoing, this Agreement does not prohibit you from reporting possible violations of the law to government agencies including, without limitation, the DOJ, SEC, Equal Employment Opportunity Commission, or any agency Inspector General, but you agree and understand that you are waiving, and hereby do waive, your right to monetary compensation and any other relief if any such agency elects to pursue any such claim, whether on your behalf or otherwise, to the fullest extent permitted by law. Nothing in this Agreement is intended to, or shall prevent, impede, or interfere with your providing truthful testimony and truthful information in the course of an investigation or proceeding authorized or required by law and/or conducted by an Agency of the United States. Should you receive a disclosure demand from any government agency, you may reach out to NCR's General Counsel or its law department for assistance, but you are not required to do so. Further, nothing in this Agreement is intended to or shall preclude you from providing truthful testimony or providing truthful information in response to a valid subpoena, court order or discovery request in any public proceeding, provided, to the extent permitted by law, you have provided to NCR as much advance notice as practicable of any such compelled disclosure, so as to enable NCR to seek to limit, condition or quash such disclosure.

16. **Compensation.** Your participation in the Plan is voluntary. The value of the Option is an extraordinary item of income, is not part of your normal or expected compensation and shall not be considered in calculating any severance, redundancy, end of service payments, bonus, long-service awards, pension, retirement or other benefits or similar payments. The Plan is discretionary in nature. The Option is a one-time benefit that does not create any contractual or other right to receive additional awards or other benefits in the future. Future grants, if any, are at the sole grace and discretion of NCR, including, but not limited to, the timing of the grant, amount and vesting provisions.

17. **No Advice Regarding Grant.** NCR is not providing any tax, legal or financial advice, nor is NCR making any recommendations regarding your participation in the Plan, or your acquisition or sale of the underlying Shares. You are hereby advised to consult with your own personal tax, legal and financial advisors regarding your participation in the Plan before taking any action related to the Plan.

18. **Electronic Agreement; Governing Documents.** This Agreement, including without limitation Section 10, is executed electronically, and it is immediately binding upon your

electronic acceptance. If you reside in a country that requires original ink signatures on paper, you hereby waive any such requirement to the extent permitted by law. NCR may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or electronic system established and maintained by NCR or the TPA. Information summarized or otherwise shown on the website of the TPA for NCR, which may be updated from time to time, shall be subject to the determinations of the Committee, the Plan and this Agreement.

19. **Severability.** 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, it shall be severed and shall not affect any other part of this Agreement, which will be enforced as permitted by law. Provided, however, that to the extent such invalid provision can be rendered valid by modification, you agree that the court or tribunal shall so modify such provision so as to render it valid and enforceable to the fullest extent permitted by law.

20. **Amendment.** The terms of the Option as evidenced by this Agreement may be amended by the NCR Board of Directors or the Committee or any delegate thereof, but no such amendment shall be made which would materially impair your rights hereunder without your consent, except such an amendment made to comply with applicable law, including Section 409A of the Code, stock exchange rules or accounting rules.

21. **Waiver.** You acknowledge that a waiver by NCR of breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach of this Agreement.

22. **Provisions Applicable to Participants in Jurisdictions outside the United States.** Notwithstanding any provision of this Agreement or the Plan to the contrary, if you are or become subject to the laws of a jurisdiction outside the United States, your Award shall be subject to any special terms and conditions set forth in any appendix to this Agreement for your country (the "Appendix"). In addition, your Award shall be subject to the laws and requirements of such jurisdiction outside the United States and the terms and conditions of this Agreement are deemed modified to the extent NCR determines necessary or advisable for legal or administrative reasons. Moreover, if you relocate to one of the countries included in the Appendix, the special terms and conditions for such country will apply to you, to the extent NCR determines that the application of such terms is necessary or advisable for legal or administrative reasons. Finally, the Committee may take any other action, including amending this Agreement, before or after an Award is made, that it deems necessary or advisable to obtain approval or comply with any necessary local governmental regulatory requirements or exemptions to the extent such amendment is permissible under the Plan with or without your prior written consent.

23. **Conflicting Terms.** 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 the law governing this Agreement and any claims arising under or relating to it, Section 11 of this Agreement shall prevail.

24. Code of Conduct Certification; Compliance with Insider Trading Laws and NCR Insider Trading Policy.

Notwithstanding any other provision of this Agreement, the Option and your right to exercise any portion of the Option that has become Vested hereunder are subject to and expressly conditioned upon your timely annual certification to NCR's Code of Conduct, and in the event of your failure to timely provide any such certification as may be required prior to the date that the Options would otherwise be vested under this Agreement those Options shall be forfeited; provided that no such forfeiture shall occur unless you are provided written notice (which notice may be provided by email) of the impending forfeiture, and you do not provide your certification to NCR's Code of Conduct within thirty days following such notice.

With respect to any shares of Common Stock distributed to you hereunder, you understand and agree that if at any time following such distribution you are in possession or have knowledge of material non-public information relating to NCR, in accordance with law you may not trade in NCR securities until the information becomes public, except as may be the case pursuant to a 10b5-1 trading plan properly executed by you and NCR when you were not in possession or did not have knowledge of material non-public information relating to NCR (to the extent such a trading plan is required or permitted by NCR's Insider Trading Policy). You should consult an attorney if you have questions concerning such matters.

25. No Employment Modification. The Plan and this Agreement do not constitute a contract of employment or impose on you, the Company or your Employer any obligation to retain you as an employee, to change the status of your employment, or to change the Company's policies or those of its Subsidiaries regarding termination of employment. For U.S. employees, employment with the Company and the Employer is at will, which means that you or the Company or your Employer may terminate the employment relationship at any time, with or without cause.

26. Execution and Validity of Agreement. This Agreement shall be valid, binding and effective upon the Company on the Grant Date. However, the grant contained in this Agreement shall be forfeited by you and this Agreement shall have no force and effect if it is not duly executed by electronic acceptance on the website of the TPA at www.netbenefits.fidelity.com (on which this Agreement is posted) in the form prescribed by the Company within ninety (90) days following the Grant Date (or by such other date as may be required by the Chief Human Resources Officer).

SCHEDULE A
NCR 2018 COMPETING ORGANIZATION LIST

For purposes of non-competition provisions in NCR plans or agreements that refer to “Competing Organizations,” the companies identified in the list below, including the subsidiaries and affiliates of each, constitute the current list of “Competing Organizations”. Please note that non-competition provisions in NCR plans or agreements are not limited to the identified Competing Organizations, that other companies may qualify as competitors under such provisions, and that NCR employees may be restricted from accepting employment or other work from such other companies, subject to the terms of the relevant NCR plan or agreement. This list shall remain in effect until an updated list is approved/posted.

ACI Worldwide	GK Software	PAR Technology
Acuative	Global Payments	PCMS
Agilysys	Glory	Pinnacle Corp
Alkami	GLS (Global Linking Solutions)	Posiflex
Allure Global Solutions	GRG Banking Equipment	Presidio
Altametrics	GRG International	Q2
Appetize	Hemmersbach	QSR Automations
Aptos	Hisense Intelligent Commercial System	Red Prairie Holding (JDA & Escalate)
Arinc	Hitachi	Retail Pro International
AWA Technology Services	Hitachi-Omron Terminal Solutions	Revel Systems
Bematech (TOTVS SA)	HotSchedules Inc.	RTC Quaterion Group
Black Box	HP Inc.	Salesforce
Burroughs, Inc.	IBM Corp	ShopKeep
Bypass Mobile LLC	IER	SICOM
Cennox Group	Infor	SITA
Crunchtime	Ipsoft	Sonda
Cummins Allison	ITAB Group	Spartan Computer Services
Curvature	Itasca Retail Information Systems	Square
Cuscapi	Jack Henry & Assoc.	Symphony EYC
Daisy	Kony Inc.	Tech Mahindra
Datalogic SpA	Korala Associates Ltd.	TEKsystems
Dell, Inc.	Lavu Inc.	TIBCO Loyalty Lab
Diebold Nixdorf	LOC Software	Tillster
Digital Hands	Logicalis	Toast, Inc.
Dimension Data	Magstar	Toshiba TEC
ECR Software Corporation	Malauzai Software Inc	Unisys
Elo	Manhattan Associates	Upserve (Breadcrumb)
EOS IT Solutions	Mi9 Retail	Vista Retail Support
Epicor	Micros – See Oracle	Vsoft Corporation
eRestaurant Systems	Mobile Travel Technologies	Wand
FIS	Nautilus Hyosung	Wayne Fueling Systems
Fiserv	NSC Group	Wescom Resources Group
Fourth Ltd.	OBS (Orange Business Services)	Westcon Group
Fujitsu	Office Depot (Compucom)	Xpient
FuturePOS	OKI Electric Industry Co. Ltd.	ZebraTechnologies Corp
GBM (Gulf Business Machines)	Onepath	Zonal Retail Data
Getronics	Open Table	
Gilbarco Veeder-Root	Oracle	

APPENDIX A

PROVISIONS FOR NON-U.S. PARTICIPANTS

2018 Stock Option Award Agreement NCR Corporation 2017 Stock Incentive Plan (Non-Statutory Stock Option)

The following terms and conditions apply to Participants who reside outside the United States or who are otherwise subject to the laws of a country other than the United States. In general, the terms and conditions in this Appendix A supplement the provisions of the Agreement, unless otherwise indicated herein.

1. **Nature of Grant.** In accepting the Option, you acknowledge, understand and agree that:

- (a) the Option and any Shares acquired under the Plan are not intended to replace any pension rights or compensation;
- (b) the future value of the Shares underlying the Option is unknown, indeterminable, and cannot be predicted with certainty;
- (c) if the underlying Shares do not increase in value, the Option will have no value;

(d) if you exercise the Option and acquire Option Shares, the value of such Option Shares may increase or decrease in value, even below the Exercise Price;

(e) no claim or entitlement to compensation or damages shall arise from forfeiture of the Option resulting from your Termination of Employment (for any reason whatsoever whether or not later found to be invalid or in breach of employment laws in the jurisdiction where you are employed or the terms of your employment agreement, if any), and in consideration of the grant of the Option to which you are otherwise not entitled, you irrevocably agree never to institute any claim against NCR, any of its Subsidiaries or Affiliates or the Employer, waive your ability, if any, to bring any such claim, and release NCR, its Subsidiaries, Affiliates and the Employer from any such claim; if notwithstanding the foregoing, any such claim is allowed by a court of competent jurisdiction, then, by participating in the Plan, you shall be deemed irrevocably to have agreed not to pursue such claim and agree to execute any and all documents necessary to request dismissal or withdrawal of such claim;

(f) for purposes of the Option, your employment or service relationship will be considered terminated as of the date you are no longer actively providing services to NCR or one of its Subsidiaries or Affiliates (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where you are employed or the terms of your employment agreement, if any), and unless otherwise expressly provided in this Agreement or determined by NCR, (i) your right to vest in the Option under the Plan, if any,

will terminate as of such date and will not be extended by any notice period (e.g., your period of service would not include any contractual notice period or any period of “garden leave” or similar period mandated under employment laws in the jurisdiction where you are employed or the terms of your employment agreement, if any); and (ii) the period (if any) during which you may exercise the Option after such Termination of Employment will commence on the date you cease to provide services and will not be extended by any notice period mandated under employment laws in the jurisdiction where you are employed or terms of your employment agreement, if any; the Committee shall have the exclusive discretion to determine when you are no longer actively providing services for purposes of your Option (including whether you may still be considered to be providing services while on a leave of absence);

(g) unless otherwise provided in the Plan or by the Company in its discretion, the Option and the benefits evidenced by this Agreement do not create any entitlement to have the Option or any such benefits transferred to, or assumed by, another company nor to be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the shares of the Company; and

(h) neither NCR, the Employer nor any Subsidiary or Affiliate shall be liable for any foreign exchange rate fluctuation between your local currency and the United States Dollar that may affect the value of the Option or of any amounts due to you pursuant to the exercise of the Option or the subsequent sale of any Option Shares acquired upon exercise.

2. **Language.** If you have received this Agreement or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control. You acknowledge that it is your express wish that this Agreement, as well as all documents, notices, and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English. By accepting the Stock Units, you confirm having read and understood the Plan and this Agreement, including all terms and conditions included therein, which were provided in the English language. You accept the terms of those documents accordingly.

3. **Conditions for Issuance.** Notwithstanding any other provision of the Plan or this Agreement, unless there is an available exemption from any registration, qualification or other legal requirement applicable to the Shares, the Company shall not be required to deliver any shares issuable upon exercise of the Options prior to the completion of any registration or qualification of the shares under any local, state, federal or foreign securities or exchange control law or under rulings or regulations of the U.S. Securities and Exchange Commission (“SEC”) or of any other governmental regulatory body, or prior to obtaining any approval or other clearance from any local, state, federal or foreign governmental agency, which registration, qualification or approval the Company shall, in its absolute discretion, deem necessary or advisable. You understand that the Company is under no obligation to register or qualify the Shares with the SEC or any state or foreign securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the Shares. The grant of Options is not intended to be a public offering of securities in your country, and the Company has not submitted any registration statement, prospectus

or other filings with the local securities authorities in connection with this grant, and the grant of the Options is not subject to the supervision of the local securities authorities.

4. Repatriation and Other Non-U.S. Compliance Requirements. As a condition of the grant of your Options, you agree to repatriate all payments attributable to the Shares and/or cash acquired under the Plan (including, but not limited to, dividends) in accordance with local foreign exchange rules and regulations in your country of residence (and your country of employment, if different). In addition, you also agree to take any and all actions, and consent to any and all actions taken by the Company, its Subsidiaries and Affiliates, as may be required to allow the Company, its Subsidiaries and Affiliates to comply with local tax, exchange control, insider trading and other laws, rules and regulations in your country of residence (and your country of employment, if different). Finally, you agree to take any and all actions as may be required to comply with your personal legal and tax obligations under local laws, rules and regulations in your country of residence (and your country of employment, if different) with respect to the Option and the Option Shares subject thereto.

5. Insider Trading Restrictions/Market Abuse Laws. You acknowledge that, depending on your country of residence, you may be subject to insider trading restrictions and/or market abuse laws, which may affect your ability to acquire or sell Shares or rights to such shares (e.g., Options) under the Plan during such times as you are considered to have “inside information” regarding the Company (as defined by the laws in your country). Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable insider trading policy of the Company. You acknowledge that it is your responsibility to comply with any applicable restrictions, and you are advised to speak to your personal advisor on this matter.

APPENDIX B

COUNTRY-SPECIFIC PROVISIONS FOR NON-U.S. PARTICIPANTS

2018 Stock Option Award Agreement NCR Corporation 2017 Stock Incentive Plan (Non-Statutory Stock Option)

This Appendix B includes special terms and conditions applicable to you if you reside in the countries below. These terms and conditions are in addition to or, if so indicated, in place of, those set forth in the Agreement. Capitalized terms used but not defined in this Appendix have the meanings assigned to them in the Plan, or the Agreement, as applicable.

This Appendix B also includes information relating to exchange control and other issues of which you should be aware with respect to your participation in the Plan. The information is based on the exchange control, securities and other laws in effect in the respective countries as of the Grant Date. Such laws are often complex and change frequently. As a result, NCR strongly recommends that you do not rely on the information herein as the only source of information relating to the consequences of participation in the Plan because the information may be out of date at the time the Options are exercised or Shares acquired under the Plan are sold.

In addition, the information is general in nature and may not apply to your particular situation and NCR is not in a position to assure you of any particular result. Accordingly, you are advised to seek appropriate professional advice as to how the relevant laws in your country may apply to your situation. Finally, if you are a citizen or resident of a country other than the one in which you are currently working, are considered a citizen or resident of another country for local law purposes, or transfer employment or residency to another country after the Grant Date, the notifications contained herein may not be applicable to you. In addition, NCR shall, in its discretion, determine to what extent the terms and conditions contained herein shall be applicable to you.

CHINA

Exercise of Option. This provision supplements Section 6 of the Agreement:

Due to regulatory requirements in the People's Republic of China ("China"), the Exercise Price may only be paid through a broker-assisted cashless exercise pursuant to which you provide irrevocable instructions to NCR's designated broker to effect the immediate sale of all of the exercised Option Shares and remit to NCR, out of the sale, sufficient funds to cover the aggregate Exercise Price payable for the exercised Option Shares. The remaining sale proceeds, less the amount of any Tax-Related Items and broker's fees or commissions, will be remitted to you in accordance with applicable exchange control laws and regulations. You will not be permitted to hold Shares after exercise. NCR reserves the right to allow additional methods of exercise depending on the development of local law.

Exchange Control Restrictions. You understand and agree that, if you are subject to exchange control laws in China, you will be required to immediately repatriate to China the proceeds from

the sale of any Option Shares acquired under the Plan. You further understand that such repatriation of the proceeds may need to be effected through a special exchange control account established by NCR or a Subsidiary or Affiliate, and you hereby consent and agree that the proceeds from the sale of Option Shares acquired under the Plan may be transferred to such account by NCR (or the broker) on your behalf prior to being delivered to you. You also agree to sign any agreements, forms and/or consents that may be reasonably requested by NCR (or the broker) to effectuate such transfers.

The proceeds may be paid to you in U.S. dollars or local currency at NCR's discretion. If the proceeds are paid to you in U.S. dollars, you understand that you will be required to set up a U.S. dollar bank account in China so that the proceeds may be deposited into this account. If the proceeds are paid to you in local currency, (i) you acknowledge that NCR is under no obligation to secure any particular exchange conversion rate and that NCR may face delays in converting the proceeds to local currency due to exchange control restrictions, and (ii) you agree to bear any currency fluctuation risk between the time the Option Shares are sold and the time the proceeds are converted to local currency and distributed to you.

Finally, you agree to comply with any other requirements that may be imposed by NCR in the future in order to facilitate compliance with exchange control requirements in China.

ISRAEL

Trust Arrangement. You understand and agree that this Award is offered subject to and in accordance with the terms of the Plan and its Israeli Appendix. Upon exercise, the Shares shall be controlled by the Company's trustee appointed by the Company or its Subsidiary or Affiliate in Israel (the "Trustee") for your benefit for at least such period of time as required by Section 102 or any shorter period determined under the Israeli Income Tax Ordinance (New Version), 5721-1961 as now in effect or as hereafter amended (the "Ordinance") (with respect to the "capital gain route") or by the Israeli Tax Authority (the "Lock-Up Period"). You shall be able to request the sale of the Shares or the release of the Shares from the Trustee, subject to the terms of the Plan, this Agreement and any applicable Israeli tax law. Without derogating from the aforementioned, if the Shares are released by the Trustee during the Lock-Up Period, the sanctions under Section 102 of the Ordinance shall apply to and be borne by you. The Shares shall not be sold or released from the control of the Trustee unless the Company, the Subsidiary or Affiliate and the Trustee are satisfied that the full amount of Tax-Related Items due have been paid or will be paid in relation thereto. Notwithstanding any provision of this Agreement or the Plan to the contrary except the provisions in Section 2 and 3 of this Agreement relating to a Good Reason Termination (as defined in Section 3) or your Retirement (in each case, to the extent specifically applicable to you), in the event of your resignation from service with NCR or the Employer due to any reason, including worsening of employment conditions, or any other reason relating to conditions of employment, all unvested Stock Units will automatically terminate and be forfeited and no shares or cash will be issued or paid to you (as the case may be).

**2018 Time-Based Restricted Stock Unit Award Agreement
NCR Corporation 2017 Stock Incentive Plan**

You have been awarded a number of time-based restricted stock units (the “Stock Units”) under the NCR Corporation 2017 Stock Incentive Plan, as amended from time to time (the “Plan”), which number is described on the time-based restricted stock unit information page on the website (www.netbenefits.fidelity.com) of the third party Plan administrator (the “TPA”) for NCR Corporation (referred to herein as “NCR” or the “Company”), effective as of the date of grant of this award (the “Grant Date”), subject to the terms and conditions of this 2018 Time-Based Restricted Stock Unit Award Agreement (this “Agreement”), including the non-competition, non-solicitation and non-recruit/hire post-employment restrictive covenants set forth in Section 10, and the Plan. Capitalized terms used but not defined herein are defined in the Plan.

1. **Grant of Stock Units.** Subject to Section 2 and the other terms and conditions of this Agreement, one-third (1/3) of the Stock Units will become vested and non-forfeitable on each of the first, second and third anniversaries of the Grant Date (each a “Vesting Date”), provided that you are continuously employed by NCR or a Subsidiary or Affiliate of NCR (each, an “Employer”) through and until the applicable Vesting Date. The Stock Units are referred to in this Agreement as “Vested” at the time they become vested and non-forfeitable pursuant to this Section 1 or Section 2 below.

2. **Certain Events Resulting in Accelerated Vesting Date.** The Plan provides for what happens in connection with certain events resulting in accelerated vesting of the Award. The following chart describes the more common events. Except as otherwise provided below, in the event of your Termination of Employment prior to a Vesting Date for any reason, all unvested Stock Units will automatically terminate and be forfeited and no shares or cash will be issued or paid (as the case may be).

Termination Provisions

Termination Event	Treatment of Stock Units
Death, Disability, Retirement or Involuntary Termination (other than for Cause)	<p>Prorated Vesting—A pro-rata portion of the unvested Stock Units will become Vested immediately upon your Termination of Employment due to death, Disability, Retirement or Involuntary Termination, and will be determined by: (a) multiplying the total number of Stock Units awarded under this Agreement by a fraction, the numerator of which is the number of days that you completed as an employee of the Company or an Employer during the period beginning on the Grant Date and ending on the last Vesting Date for Stock Units awarded under this Agreement, and the denominator of which is the number of days during the period beginning on the Grant Date and ending on the last Vesting Date for Stock Units awarded under this Agreement, and (b) subtracting from the resulting amount the number of Stock Units that previously vested under this Agreement (if any).</p> <p>Any portion of the unvested Stock Units that do not vest in accordance with the foregoing will terminate and be forfeited.</p>
Termination Event	Treatment of Stock Units
Change in Control Termination or Good Reason Termination	Full Vesting—All unvested Stock Units shall become fully Vested immediately upon your Termination of Employment due to a Change in Control Termination or a Good Reason Termination.
Voluntary Resignation	Forfeited—Unvested Stock Units will be forfeited.
Termination for Cause	Forfeited—Unvested Stock Units will be forfeited.

For purposes of this Agreement, “Disability” means Termination of Employment 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, its Subsidiaries or Affiliates. “Retirement” means your Termination of Employment when you are age 62 or older with at least 10 years of continuous service with the Company and its Subsidiaries and Affiliates for the period ending on the date of your Termination of Employment (but excluding service with any entity whose stock or assets were acquired by the Company for the period prior to such acquisition).

“Involuntary Termination” means Termination of Employment by the Company or the Employer for any reason other than for Cause (as defined in the Plan), excluding termination by the Company or the Employer during the twenty-four (24) months following a Change in Control. **“Change in Control Termination”** means a Termination of Employment by the Company, the Employer or the continuing entity or successor other than for Cause (as defined in the NCR Change in Control Severance Plan, to the extent that you are a participant in the NCR Change in Control Severance Plan at the time of such Termination of Employment; otherwise as defined in the Plan and, for the avoidance of doubt, not including any termination due to your Disability) occurring during the twenty-four (24) months following a Change in Control wherein this Award is assumed, converted or replaced by the continuing entity or successor. **“Good Reason Termination”** means, if you are a participant in the NCR Change in Control Severance Plan, or an NCR policy or similar arrangement or individual agreement that defines “Good Reason” in the context of a resignation following a Change in Control, your Termination of Employment for Good Reason as so defined within twenty-four (24) months following a Change in Control.

Change in Control. Notwithstanding any provisions in this Agreement to the contrary other than Sections 5, 10, 12, and 24, in the event a Change in Control occurs prior to the Vesting Date and the Stock Units are not assumed, converted or replaced by the continuing entity or successor, all unvested Stock Units shall become fully Vested immediately prior to the Change in Control.

3. **Settlement of Stock Units.** Except as may be otherwise provided in Section 2 or 4 of this Agreement, or Section 14.12 of the Plan or pursuant to an election under Section 14.11 of the Plan, Vested Stock Units will be paid to you as soon as reasonably practicable after the earliest of: (a) the applicable Vesting Date, (b) your Termination of Employment if such Termination of Employment results in vesting pursuant to Section 2, or (c) the Change in Control date if vesting occurs in connection with a Change in Control without a Termination of Employment as determined under Section 2 above. In all events, the settlement date shall be no later than March 15 of the year following the year in which the earliest of such events occurs; except that, notwithstanding any other provision hereof, the settlement date in the event of vesting in connection with a Change in Control as described in Section 2 shall be no later than 30 days after the Termination of Employment date or the Change in Control date, as applicable. Such Vested Stock Units will be paid to you in shares of Common Stock (such that one Stock Unit equals one share of Common Stock) or, in NCR’s sole discretion, in an amount of cash equal to the Fair Market Value of such number of shares of Common Stock on date that immediately precedes the Vesting Date (or such earlier date upon which the Stock Units have become Vested pursuant to Section 4 of this Agreement), or a combination thereof (the date of such payment shall be referred to herein as the “Settlement Date”).

4. **Compliance with Section 409A of the Code.** The intent of the parties is that payments under this Agreement comply with Section 409A of the Code or are exempt therefrom, and this Agreement shall be interpreted, administered and governed in accordance with such intent.

5. **Confidentiality.** You agree that the terms of this Agreement are to remain confidential and you will not disclose the terms of this Agreement to anyone other than your spouse, domestic partner, tax advisor, or attorney, or as required by law. You agree that you will require that persons to whom disclosure is made as permitted by this paragraph will keep any such information confidential and will not disclose it to others. Notwithstanding this confidentiality provision, you may disclose to any prospective employer the fact that you are subject to obligations of non-disclosure, non-competition, non-solicitation, and non-recruit/hire and may provide those sections of this Agreement to such prospective employer. A disclosure by you of this Agreement required pursuant to any person, court or non-governmental proceeding will not constitute a breach of this Agreement if, to the extent permitted under the circumstances, you: (a) have first provided notice to NCR and its General Counsel, at law.notices@ncr.com, and provided an opportunity to NCR to protect such information by protective order or other means; and (b) you disclose only that portion of this Agreement that you are legally required to disclose. [FOR US EMPLOYEES ONLY:] However, upon request by a U.S. government agency, such as the Securities and Exchange Commission (“SEC”) or the Department of Justice (“DOJ”) in connection with a government investigation, you may provide a copy of this Agreement to the agency without first providing notice to NCR.

6. **Adjustments Based on Certain Changes in the Common Stock.** In the event of any stock split, reverse stock split, stock dividend, recapitalization or similar change affecting the Common Stock, the Award shall be equitably adjusted in accordance with Section 3.04 of the Plan.

7. **Nontransferability.** At all times before each applicable Vesting Date, the Stock Units, to the extent not fully Vested, may not be sold, transferred, pledged, assigned or otherwise alienated, except by beneficiary designation, by will or by the laws of descent and distribution upon your death. As soon as practicable after a Vesting Date (or such other date as Stock Units become payable in accordance with Section 2), if Stock Units that Vested on such Vesting Date are to be paid in the form of shares of NCR Common Stock, NCR will instruct its transfer agent and/or its TPA to record on your account the number of such shares underlying the number of such Stock Units, and such shares will be freely transferable.

8. **Dividends.** Any cash dividends declared before each applicable Vesting Date on the shares underlying unvested Stock Units shall not be paid currently, but shall be converted into additional unvested Stock Units, and any cash dividends declared after a Vesting Date but before the applicable Settlement Date on the shares underlying Vested Stock Units shall not be paid currently, but shall be converted into additional Vested Stock Units and settled pursuant to Section 3 at the same time as the underlying Vested 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 that apply to the underlying Stock Units that generated the Dividend Units. 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, 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.

9. **Withholding.** (a) Prior to any relevant tax or tax withholding event (as applicable) and as a condition of your receiving the shares of Common Stock in respect of the Stock Units, you agree to make arrangements satisfactory to NCR and/or the Employer to satisfy all income tax, social insurance tax, payroll tax, fringe benefits tax or other Federal, state or local tax payment or withholding requirements or other tax related items (collectively, “Tax-Related Items”) applicable to you as a result of or related to your participation in the Plan. In this regard, you agree to pay to NCR, including, at NCR’s sole discretion, through payroll withholding or other method prescribed by the Chief Human Resources Officer, an amount equal to the amount of such Tax-Related Items required to be paid or withheld with respect to the Stock Units as determined in the sole discretion of NCR; provided that you will be required to pay any such amount prior to the tax or tax withholding event (as applicable) and as a condition of your receiving the shares of Common Stock to be issued in respect of the Stock Units. Such payment of Tax-Related Items shall be made by NCR withholding shares of Common Stock that are issuable upon the settlement of the Stock Units equal to the amount required to be withheld or paid as determined by NCR, except to the extent that: (i) the Chief Human Resources Officer permits payment for such Tax-Related Items in cash by an employee other than an executive officer of NCR (“Executive Officer”) subject to Section 16 of the Securities Exchange Act of 1934, as amended (the “Act”), or (ii) you are an Executive Officer and you elect to make payment for such Tax-Related Items in cash or by instructing NCR and any brokerage firm determined acceptable to NCR for such purpose to sell on your behalf the whole number of shares of Common Stock underlying the Stock Units that NCR determines to be appropriate to generate the cash proceeds sufficient to satisfy such Tax-Related Items. Any withholding of shares or sale or cash payment pursuant to this Section shall occur on the date that the requirement to withhold or pay taxes arises, or as soon as practicable thereafter if permitted by NCR. To the extent that you are an Executive Officer who instructs a brokerage firm sale permitted by this Section, you will be responsible for, and will indemnify and hold NCR and the Employer harmless with respect to, any and all losses, costs, damages or other expenses (including brokerage fees and other similar costs related directly to any such sale of Common Stock) arising in connection with, or related to, any such sale. You acknowledge that if, at the time any shares of Common Stock are sold to satisfy requirements relating to Tax-Related Items pursuant to this Section, you are an Executive Officer as defined above, any such sale of Common Stock must be made pursuant to an exemption from the requirements under Section 16(b) of the Act.

(a) You acknowledge that, regardless of any action taken by NCR or the Employer, the ultimate liability for all Tax-Related Items is and remains your responsibility and may exceed the amount actually withheld by NCR or the Employer. Depending on the withholding method, NCR may withhold or account for Tax-Related Items by considering such statutory withholding rates as may be determined applicable in the discretion of the Chief Human Resources Officer that will not result in an adverse accounting consequence or cost.

10. **Non-Competition, Non-Solicitation and Non-Recruit/Hire.**

(a) Pursuant to your employment with NCR (“**the Company**”), you have or will have access to, and knowledge of, certain confidential information (including, without limitation, trade secrets and information about the Company’s business, operations, customers, employees, and industry relationships) not known to, or readily ascertainable by, the public or NCR’s competitors and that gives the Company a competitive advantage (“**Confidential Information**”). You acknowledge that any unauthorized use (including use for your own benefit or to the benefit of others), transfer, or disclosure by you of NCR’s Confidential Information can place NCR at a competitive disadvantage and cause damage, financial and otherwise, to its business. You further acknowledge that, because of the knowledge of and access to the Confidential Information of the Company that you have acquired or will have acquired during your employment, you will be in a position to compete unfairly with the Company following the termination of your employment.

(b) **Post-Employment Restrictive Covenants.** Therefore, for the purpose of protecting NCR’s business interests, including the Confidential Information, goodwill and stable trained workforce of the Company, and in exchange for the benefits and consideration provided to you under this Agreement (including, without limitation, the potential future vesting of Stock Units), you agree that, for a 12-month period after the termination of your NCR employment (or if applicable law mandates a maximum time that is shorter than 12 months, then for a period of time equal to that shorter maximum period) (the “**Restricted Period**”), regardless of the reason for termination, you will not, without the prior written consent of the Chief Executive Officer of NCR:

(1). **Non-Recruit/Hire** - Directly or indirectly (including without limitation assisting third parties) recruit, hire or solicit, or attempt to recruit, hire or solicit any employee of NCR, induce or attempt to induce any employee of NCR to terminate his or her employment with NCR, or refer any such employee to anyone outside of the Company for the purpose of that NCR’s employee’s seeking, obtaining, or entering into an employment relationship or agreement to provide services;

(2). **Non-Solicitation** - Directly or indirectly (including without limitation assisting others), solicit or attempt to solicit the business of any NCR customers or prospective customers with which you had Material Contact (as defined in Section 10(c)(i) below) during the last 2 years of your NCR employment for purposes of providing products or services that are competitive

with those provided by NCR;

(3). **Non-Competition** - Perform services, directly or indirectly, in any capacity (including, without limitation, as an employee, consultant, contractor, owner or member of a board of directors):

- (i) Of the type conducted, authorized, offered, or provided by you on behalf of NCR during the 2 years prior to termination of your NCR employment;
- (ii) In connection with NCR Competing Products/Services (as defined in Section 10(c)(ii)) that are similar to or serve substantially the same functions as those with respect to which you worked during the 2 years prior to termination of your NCR employment or about which you obtained trade secret or other Confidential Information;
- (iii) Within the geographic territories (including countries and regions, if applicable, or types, classes or tiers of customers if no geographic territory was assigned to you) where or for which you performed, were assigned, or had responsibilities for such services during the 2 years preceding your termination; and
- (iv) On behalf of a Competing Organization (as defined in Section 10(c)(iii)).

(c) For purposes of Section 10 of this Agreement, the following definitions shall apply:

(i) **“Material Contact”** means the contact between you and each customer or prospective customer (a) with which you dealt on behalf of NCR, (b) whose dealings with NCR were coordinated or supervised by you, (c) about whom you obtained confidential information in the ordinary course of business as a result of your association with NCR, or (d) who receives products or services authorized by NCR, the sale or provision of which results, resulted or, with regard to prospective customers, would have resulted in compensation, commissions, or earnings for you within the 2 years prior to the date of your termination;

(ii) **“Competing Products/Services”** are any products, services, solutions, platforms, or activities that compete, directly or indirectly, in whole or in part, with one or more of the products, services or activities produced, provided or engaged in by NCR (including, without limitation, products, services or activities in the planning or development stage during your NCR employment) at the time of your separation from NCR and during the 2 years prior to termination of your NCR employment;

(iii) A **“Competing Organization”** is any person, business or organization that sells, researches, develops, manufactures, markets, consults with respect to, distributes and/or provides referrals with regard to one or more Competing Products/Services;

(iv) The NCR **“Competing Organization List,”** which the Company updates from time to time, provides examples of companies that, as of the date of the List’s publication, meet the definition of Competing Organization under Section 10(c)(iii) above. However, the Competing Organization List is not comprehensive and, in the event of a conflict between Section 10(c)(iii) and the Competing Organization List, Section 10(c)(iii) controls. The most recent version of the Competing Organization List in effect at the time of the termination of your NCR employment, which is available on the NCR HR intranet, or from the NCR Law Department or HR upon request, is the version to consult for relevant examples of Competing Organizations for purposes of this Agreement. As of the Grant Date, the companies listed on Schedule A to this Agreement (and the subsidiaries of each) constitute the Company’s Competing Organization List for 2018.

(v) All references to **“NCR employment”** in this Section 10 refer to your employment by NCR (or, if different, to an affiliate or subsidiary of NCR) and shall also be deemed to include your employment, if any, by any company the stock or substantially all the assets of which NCR has acquired. As a non-limiting example, a reference to the “2 years prior to the termination of your NCR employment” may include both time as an NCR employee and time as a Retalix Ltd or Digital Insight employment.

(d) **Consideration.** You acknowledge that (a) you would not have received the benefits and consideration provided under this Agreement, including the potential future vesting of equity awards, but for your consent to abide by the Post-Employment Restricted Covenants contained in Section 10(b); (b) you must abide Section 10(b) regardless of whether any stock units or other equity has vested or been distributed as of the time of any violation of its terms; and (c) your agreement to Section 10(b) is a material component of the consideration for this Agreement.

(e) **Remedies.** You agree that, if you breach any of the provisions of this Agreement: (i) NCR shall be entitled to all of its remedies at law or in equity, including but not limited to money damages and injunctive relief; (ii) in the event of such breach, in

addition to NCR's other remedies, any unvested Stock Units will be immediately forfeited and deemed canceled, and you agree to pay immediately to NCR the Fair Market Value of any Stock Units that vested during the 18 months prior to the date of your termination of employment (or if applicable law mandates a maximum time that is shorter than 18 months, then for a period of time equal to the shorter maximum period), without regard to whether you continue to own the shares associated with such Stock Units; and (iii) NCR shall also be entitled to an accounting and repayment from you of all profits, compensation, commissions, remuneration or benefits that you (and/or the applicable Competing Organization) directly or indirectly have realized or may realize as a result of or in connection with any breach of these covenants, and such remedy shall be in addition to and not in limitation of any injunctive relief or other rights or remedies to which NCR may be entitled at law or in equity. For U.S. employees, pursuant to the Defense of Trade Secrets Act, NCR may also recover punitive damages and attorneys' fees, and may also seek and be awarded ex parte seizure of property necessary to prevent the unauthorized use, transfer and disclosure of trade secrets.

(f) **Subsequent Employment.** You agree that, while employed by NCR and for 1 year thereafter, you will communicate the contents of this Agreement to any person, firm, association, partnership, corporation or other entity which you intend to become employed by, contract for, associated with or represent, prior to accepting and engaging in such employment, contract, association and/or representation.

(g) **Tolling.** [FOR US EMPLOYEES ONLY:] You agree that the Restricted Period shall be tolled and suspended during and for the pendency of any violation of its terms and for the pendency of any legal proceedings to enforce any of the covenants set forth in this Section 10 and that all time that is part of or subject to such tolling and suspension shall not be counted toward the 12-month duration of the Restricted Period.

(h) **Reasonable and Necessary.** You agree that the Post-Employment Restrictive Covenants set forth in Section 10(b) are reasonable and necessary for the protection of NCR's legitimate business interests, that they do not impose a greater restraint than is necessary to protect the goodwill or other business interests of NCR, that they contain reasonable limitations as to time and scope of activity to be restrained, that they do not unduly restrict your ability to earn a living, and that they are not unduly burdensome to you.

(i) **Severability.** Each clause of this Agreement and Section constitutes an entirely separate and independent restriction and the duration, extent and application of each of the restrictions are no greater than is necessary for the protection of NCR's interests. If any part or clause of this Section 10 is held unenforceable, it shall be severed and shall not affect any other part of Section 10 and this Agreement.

(j) **Amendment for California Employees Only.** Section 10(b)'s Non-Competition, Non-Solicitation, and Non-Recruit/Hire restrictions do not apply to you if, following the termination of your NCR employment, you continue to reside or work in California. Notwithstanding the foregoing, you are and shall continue to be prohibited from any unauthorized use, transfer, or disclosure of the Company's Confidential Information, including trade secrets, pursuant to the California Trade Secrets Act, the U.S. Defend Trade Secrets Act of 2016, your confidentiality and non-disclosure agreements with NCR, and any other applicable federal, state and common law protections afforded proprietary business and trade secret information.

(k) **Non-U.S. Country-Specific Amendments.** The restrictions contained in Section 10(b)(2) and/or (3) do not apply to you if, following the termination of your NCR employment, you continue to reside or work in a country that mandates, as a non-waivable condition, continued pay during the Restricted Period, unless NCR advises you it will tender such pay, which shall be in the minimum amount required by local law. Section 10(b)(2) and/or (3) do not apply to you if you are terminated without cause (as this term or concept is defined by applicable law) and you reside in a country that requires termination for cause in order to enforce post-employment non-competition and/or non-solicitation restrictions. [FOR EMPLOYEES IN ARGENTINA, BELGIUM, CHINA, CZECH REPUBLIC, ISRAEL, SERBIA ONLY:] The restrictions set forth in Section 10(b)(2) and/or (3), as the case may be, shall have the additional consideration of a monthly payment from NCR during the term of the Agreement in such amount as is minimally required by law ("**Non-Competition Compensation**"); however, NCR may at any time, and at its sole discretion, waive the obligations and duties set forth in Section 10(b)(2) and/or (3), which shall release NCR from the obligation of making Non-Competition Compensation payments. Subject to the foregoing and local law, Non-Competition Compensation, if calculated based on monthly salary, will exclude any bonus, commissions, ex gratia payments, payments under any share option or incentive plan, benefits, "thirteenth-month" salary, or any payment in respect of any vacation entitlement accrued or that would have accrued during the period of the Agreement, and the payment of Non-Competition Compensation shall be made in monthly installments starting 1-month after the start of the Restricted Period (or, if applicable law mandates a maximum time that is shorter than 1 month, then for a period of time equal to that shorter maximum period) ("**Payment Period**"). If NCR does not commence the Non-Competition Compensation payments within the Payment Period, this shall affect a mutual release of Section 10(b)(2) and (3) obligations and no separate waiver need be provided by NCR. In such circumstances, you will not be subject to any ongoing non-competition or non-solicitation obligations, nor will NCR have any obligation to pay the Non-Competition Compensation; however, this release does not extend to the obligations under Section 10(b)(1), which will continue to apply. [FOR EMPLOYEES IN DENMARK, FRANCE, GERMANY ONLY:] Section 10(b)(2) and (3) of this Section do not apply to you if, following the termination of your NCR employment, you continue to reside or work in Denmark, France, or Germany; however, Section 10(b)(1) shall continue to apply. [FOR EMPLOYEES

IN UAE ONLY:] In the event that you breach the Section 10(b)(3) Non-Competition restrictive covenant, you acknowledge that NCR will suffer irreparable damage, and you promise to pay NCR on demand damages in a sum equal to the amount of 6 months of your salary that was in effect when your NCR employment ended. You acknowledge that this sum represents a reasonable estimate of damages that NCR will suffer, and that, where local law allows, NCR may seek additional compensatory damages.

(I) [FOR U.S. EMPLOYEES ONLY:] Pursuant to the Defend Trade Secrets Act of 2016, you understand that: an individual may not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (i) is made (a) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (b) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. Further, an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the employer's trade secrets to the attorney and use the trade secret information in the court proceeding if the individual: (i) files any document containing the trade secret under seal; and (ii) does not disclose the trade secret, except pursuant to court order.

11. [FOR U.S. EMPLOYEES ONLY:] Arbitration, and Class, Collective, and Representative Action Waiver. You and NCR (collectively, "The Parties") agree that any controversy or claim arising out of or related to this Agreement and/or with respect to your employment with NCR shall be resolved by binding arbitration; the obligation to arbitrate shall also extend to and encompass any claims that you may have or assert against any NCR employees, officers, directors or agents. Notwithstanding the foregoing, the following disputes and claims are not covered by this Arbitration provision and shall therefore be resolved in any appropriate forum as required by the laws then in effect: claims for workers' compensation benefits, unemployment insurance, or state or federal disability insurance; claims for temporary or preliminary injunctive relief (including a temporary restraining order) in aid of arbitration or to maintain the status quo pending arbitration; and any other dispute or claim that has been expressly excluded from arbitration by statute. The Parties further agree that in the event of a breach of this Agreement, NCR or you may, in addition to any other available remedies, bring an action in a Court of competent jurisdiction for equitable relief pending appointment of an arbitrator and completion of an arbitration; and, in such instance, shall not be required to post a bond. If any portion of this Arbitration provision is held unenforceable, it shall be severed and shall not affect the duty to arbitrate nor any other part of this Section. In addition:

(a) The Parties agree that any demand for arbitration shall be filed within the statute of limitations applicable to the claim or claims upon which arbitration is sought or required, or the claim shall be barred. Arbitration shall be conducted in accordance with the Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association (available at www.ADR.org) to the extent not inconsistent with the terms of this Agreement. The arbitrator shall allow discovery in the form of: (1) the mutual exchange of documents (as defined under the Federal Rules of Civil Procedure) pertaining to the claim being arbitrated and for which there is a direct and demonstrable need; and (2) up to three depositions by each party. Upon good cause shown, in a personal or telephonic hearing, the arbitrator may allow additional, non-burdensome discovery. The arbitrator shall balance the likely importance of the requested materials with the cost and burden of the discovery sought, and when disproportionate, the arbitrator may deny the request(s) or require that the requesting party advance the reasonable cost of production to the other side. Issues of arbitrability shall be determined in accordance with the U.S. federal substantive and procedural laws relating to arbitration; in all other respects, this Agreement shall be governed by the laws of the State of Georgia in the United States, without regard to its conflict-of-laws principles, and the arbitration shall be held in the metropolitan Atlanta, Georgia area, with the exception of employees who primarily reside and work in California, for whom arbitration shall be held in California, and with respect to controversies arising in California, to which California law shall apply. The arbitration shall be held before a single arbitrator who is an attorney having at least five years of experience in employment law. The arbitrator's decision and award shall be written, final and binding and may be entered in any court having jurisdiction. The Parties agree that nothing in this Agreement relieves them from any obligation they may have to exhaust certain administrative remedies before arbitrating any claims or disputes under this Agreement. Each party shall bear its own attorney fees associated with the arbitration; other costs, and the expenses of the arbitration, shall be borne as provided by the rules of the American Arbitration Association.

(b) **Class, Collective and/or Representative Action Waiver.** To the maximum extent permitted by law: (i) all covered claims under this Agreement must be brought in the party's individual capacity, and not as a plaintiff or class member in any purported class, collective or representative proceeding; (ii) no claims may be brought or maintained on a class, collective or representative basis either in Court or in arbitration, notwithstanding the rules of the arbitral body; (iii) such claims will be decided on an individual basis in arbitration pursuant to this Agreement; and (iv) the Parties expressly waive any right with respect to any covered claims to submit, initiate, or participate as a plaintiff, claimant or member in a class action or collective action, regardless of whether the action is filed in arbitration or in court. Claims may not be joined or consolidated in arbitration with disputes brought by or against other individual(s), unless agreed to in writing by the Parties (you, NCR, and the other individual(s)). Any issue concerning the validity of this class, collective or representative action waiver, and whether an action may proceed as a class, collective or representative action, must be decided by a Court, and an arbitrator shall not have authority to consider the issue of the validity of this waiver or whether the action may proceed as a class, collective or representative action. If, for any reason, this class, collective and/or representative action waiver is determined to be unenforceable, then the class, collective or representative claim may proceed only in a Court of competent jurisdiction and may not be arbitrated. No arbitration award or decision will have any preclusive or estoppel effect as to issues or claims in any

future dispute.

1. **Compensation Recovery Policy.** By accepting the Stock Units, you acknowledge and agree that to the extent that the Stock Units constitute “Covered Incentive Compensation” subject to the terms of NCR’s Compensation Recovery Policy, as the same may be in effect from time to time (the “Compensation Recovery Policy”), then, notwithstanding any other provision of this Agreement to the contrary, you may be required to forfeit any or all of the Stock Units and repay any or all amounts previously paid pursuant to the Stock Units pursuant to the terms of the Compensation Recovery Policy. Further, you acknowledge and agree that NCR may, to the extent permitted or required by law or regulation (including the Dodd-Frank Act), enforce any repayment obligation pursuant to the Compensation Recovery Policy by reducing any amounts that may be owing from time to time by NCR or its Subsidiaries or Affiliates to you, whether as wages, severance, vacation pay or in the form of any other benefit or for any other reason, or enforce any other recoupment as prescribed by applicable law or regulation.

2. **Beneficiaries.** Subject to the terms of this Agreement, you may, to the extent permitted by the Chief Human Resources Officer (or his or her delegate) and such procedures of the TPA as may be in effect from time to time, designate one or more beneficiaries to receive all or part of any shares of NCR Common Stock underlying the Stock Units to be distributed in case of your death, and you may change or revoke such designation at any time in accordance with such procedures. In the event of your death, any such shares distributable hereunder that are subject to such a designation that has not been superseded, modified or revoked in accordance with such procedures 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. For information about TPA beneficiary designation procedures, or to revoke or change a beneficiary designation, please call Fidelity at 1-800-544-9354 (U.S. grantees) or 1-800-544-0275 (non-U.S. grantees), or at such other number as provided by NCR or Fidelity. If you are a non-U.S. grantee, please visit the following link for access to the toll-free number: <https://www.fidelity.com/customer-service/phone-numbers/overview>.

3. **Data Privacy.** By entering into this Agreement, you understand and acknowledge that your personal data may be collected, used or transferred, in electronic or other form, for purposes relevant to the purposes described in this Agreement and any other Award materials (“Data”) by and among, as applicable the Employer, NCR, its Subsidiaries and Affiliates for the exclusive purpose of implementing, administering and managing your participation in the Plan.

You understand and acknowledge that the Company and the Employer may hold certain personal information about you, including, but not limited to, your name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares of stock or directorships held in NCR, details of all Stock Units or other entitlement to shares of stock awarded, cancelled, exercised, vested, unvested or outstanding in your favor, for the purpose of implementing, administering and managing the Plan.

You understand that Data will be transferred to the TPA or such other stock plan service provider as may be selected by NCR in the future, which is assisting NCR with the implementation, administration and management of the Plan. You understand that the recipients of the Data may be located in the United States or elsewhere, and that the recipients’ country (for example, the United States) may have different data privacy laws and protections than your country. It is NCR’s policy to support such transfers of your Data with appropriate safeguards. You understand that if you reside outside the United States you may request a list with the names and addresses of any potential recipients of the Data by contacting your local human resources representative. You understand that your Data will be held only as long as is necessary to implement, administer and manage your participation in the Plan.

You understand that if you reside outside the United States you may have certain rights with respect to your data. NCR. For example, you may have the right at any time, to confirm from the Company whether the Company processes your Data. You may also have the right to access and review your Data, request additional information about the storage and processing of Data, require any necessary amendments to Data to correct its accuracy or to complete the Data. In certain instances, you may also the right to have your Data erased, to restrict its processing, or to require its delivery to a third party. In some jurisdictions, the Company may be required to obtain your consent to process your Data. To the extent that the Company is required by law to obtain such consents, you agree that NCR, the TPA and any other possible recipients which may assist NCR (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purpose of implementing, administering and managing your participation in the Plan.

You may refuse to consent or withdraw the consents herein, in any case without cost, by contacting in writing your local human resources representative. Further, you understand that you are providing the consents herein on a purely voluntary basis. If you do not consent, or if you later seek to revoke your consent, your employment status or service and career with the Employer will not be adversely affected; the only adverse consequence of refusing or withdrawing your consent is that NCR would not be able to grant you Stock Units or other equity awards or administer or maintain such awards. Therefore, you understand that refusing or withdrawing your consent may affect your ability to participate in the Plan. For more information on the consequences of your refusal to consent or

withdrawal of consent, you understand that you may contact your local human resources representative.

4. **Non-Disclosure of Confidential Information, Including Trade Secrets.** You acknowledge and agree that your employment with NCR created a relationship of confidence and trust between you and NCR with respect to the Company's confidential information; you further acknowledge and agree that your particular position and its job duties exposed you to a broad variety of sensitive, confidential and non-public information of competitive value. You warrant and agree that (a) you will keep in confidence and trust all NCR confidential information known to you; (b) you have not transferred, used or disclosed any NCR confidential information (or assisted others in transferring, using or disclosing NCR confidential information) other than as necessary in the ordinary course of performing your duties as an NCR employee, and (c) you will not transfer, use or disclose NCR confidential information (or assist others with the transfer, use or disclosure of NCR confidential information) without the prior written consent of NCR, which may be granted or withheld in NCR's sole discretion, for any reason or no reason. [US EMPLOYEES ONLY:] Notwithstanding the foregoing, this Agreement does not prohibit you from reporting possible violations of the law to government agencies including, without limitation, the DOJ, SEC, Equal Employment Opportunity Commission, or any agency Inspector General, but you agree and understand that you are waiving, and hereby do waive, your right to monetary compensation and any other relief if any such agency elects to pursue any such claim, whether on your behalf or otherwise, to the fullest extent permitted by law. Nothing in this Agreement is intended to, or shall prevent, impede, or interfere with your providing truthful testimony and truthful information in the course of an investigation or proceeding authorized or required by law and/or conducted by an Agency of the United States. Should you receive a disclosure demand from any government agency, you may reach out to NCR's General Counsel or its law department for assistance, but you are not required to do so. Further, nothing in this Agreement is intended to or shall preclude you from providing truthful testimony or providing truthful information in response to a valid subpoena, court order or discovery request in any public proceeding, provided, to the extent permitted by law, you have provided to NCR as much advance notice as practicable of any such compelled disclosure, so as to enable NCR to seek to limit, condition or quash such disclosure.

5. **Compensation.** Your participation in the Plan is voluntary. The value of this Award is an extraordinary item of income, is not part of your normal or expected compensation for purposes of calculating any severance, redundancy, end of service payments, bonus, long-service awards, pension, retirement or other benefits or similar payments. The Plan is discretionary in nature. This Award is a one-time benefit that does not create any contractual or other right to receive additional awards or other benefits in the future. Future grants, if any, are at the sole grace and discretion of NCR, including but not limited to, the timing of the grant, amount and vesting provisions.

6. **No Advice Regarding Grant.** NCR is not providing any tax, legal or financial advice, nor is NCR making any recommendations regarding your participation in the Plan, or your acquisition or sale of the underlying shares of NCR Common Stock. You are hereby advised to consult with your own personal tax, legal and financial advisors regarding your participation in the Plan before taking any action related to the Plan.

7. **Electronic Agreement; Governing Documents.** This Agreement, including without limitation Section 10, is executed electronically, and it is immediately binding upon your electronic acceptance. If you reside in a country that requires original ink signatures on paper, you hereby waive any such requirement to the extent permitted by law. NCR may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or electronic system established and maintained by NCR or the TPA. Information summarized or otherwise shown on the website of the TPA for NCR, which may be updated from time to time, shall be subject to the determinations of the Committee, the Plan and this Agreement.

8. **Severability.** 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, it shall be severed and shall not affect any other part of this Agreement, which will be enforced as permitted by law. Provided, however, that to the extent such invalid provision can be rendered valid by modification, you agree that the court or tribunal shall so modify such provision so as to render it valid and enforceable to the fullest extent permitted by law.

9. **Amendment.** 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 or any delegate thereof, but no such amendment shall be made which would materially impair your rights hereunder without your consent, except such an amendment made to comply with applicable law, including Section 409A of the Code, stock exchange rules or accounting rules.

10. **Waiver.** You acknowledge that a waiver by NCR of breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach of this Agreement.

11. **Provisions Applicable to Participants in Jurisdictions outside the United States.** Notwithstanding any provision of this Agreement or the Plan to the contrary, if you are or become subject to the laws of a jurisdiction outside the United States, your Award shall be subject to any special terms and conditions set forth in any appendix to this Agreement for your country (the

“Appendix”). In addition, your Award shall be subject to the laws and requirements of such jurisdiction outside the United States and the terms and conditions of this Agreement are deemed modified to the extent NCR determines necessary or advisable for legal or administrative reasons. Moreover, if you relocate to one of the countries included in the Appendix, the special terms and conditions for such country will apply to you, to the extent NCR determines that the application of such terms is necessary or advisable for legal or administrative reasons. Finally, the Committee may take any other action, including amending this Agreement, before or after an Award is made, that it deems necessary or advisable to obtain approval or comply with any necessary local governmental regulatory requirements or exemptions to the extent such amendment is permissible under the Plan with or without your prior written consent.

12. **Conflicting Terms.** 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 the law governing this Agreement and any claims arising under or relating to it, Section 11 of this Agreement shall prevail.

13. **Code of Conduct Certification; Compliance with Insider Trading Laws and NCR Insider Trading Policy.** Notwithstanding any other provision of this Agreement, this Award of Stock Units and your right to receive payment of any Stock Units that become Vested hereunder are subject to and expressly conditioned upon your timely annual certification to NCR’s Code of Conduct, and in the event of your failure to timely provide any such certification as may be required prior to the date that Stock Units would otherwise be paid under this Agreement, those Stock Units shall be forfeited; provided that no such forfeiture shall occur unless you are provided written notice (which notice may be provided by email) of the impending forfeiture, and you do not provide your certification to NCR’s Code of Conduct within thirty days following such notice.

With respect to any shares of Common Stock distributed to you hereunder, you understand and agree that if at any time following such distribution you are in possession or have knowledge of material non-public information relating to NCR, in accordance with law you may not trade in NCR securities until the information becomes public, except as may be the case pursuant to a 10b5-1 trading plan properly executed by you and NCR when you were not in possession or did not have knowledge of material non-public information relating to NCR (to the extent such a trading plan is required or permitted by NCR’s Insider Trading Policy). You should consult an attorney if you have questions concerning such matters.

14. **No Employment Modification.** The Plan and this Agreement do not constitute a contract of employment or impose on you, the Company or your Employer any obligation to retain you as an employee, to change the status of your employment, or to change the Company’s policies or those of its Subsidiaries regarding termination of employment. For U.S. employees, employment with the Company and the Employer is at will, which means that you or the Company or your Employer may terminate the employment relationship at any time, with or without cause.

15. **Execution and Validity of Agreement.** This Agreement shall be valid, binding and effective upon the Company on the Grant Date. However, the grant contained in this Agreement shall be forfeited by you and this Agreement shall have no force and effect if it is not duly executed by electronic acceptance on the website of the TPA at www.netbenefits.fidelity.com (on which this Agreement is posted) in the form prescribed by the Company within ninety (90) days following the Grant Date (or by such other date as may be required by the Chief Human Resources Officer).

SCHEDULE A

NCR 2018 COMPETING ORGANIZATION LIST

For purposes of non-competition provisions in NCR plans or agreements that refer to “Competing Organizations,” the companies identified in the list below, including the subsidiaries and affiliates of each, constitute the current list of “Competing Organizations”. Please note that non-competition provisions in NCR plans or agreements are not limited to the identified Competing Organizations, that other companies may qualify as competitors under such provisions, and that NCR employees may be restricted from accepting employment or other work from such other companies, subject to the terms of the relevant NCR plan or agreement. This list shall remain in effect until an updated list is approved/posted.

ACI Worldwide	GK Software	PAR Technology
Acuative	Global Payments	PCMS
Agilysys	Glory	Pinnacle Corp
Alkami	GLS (Global Linking Solutions)	Posiflex
Allure Global Solutions	GRG Banking Equipment	Presidio
Altametrics	GRG International	Q2
Appetize	Hemmersbach	QSR Automations
Aptos	Hisense Intelligent Commercial System	Red Prairie Holding (JDA & Escalate)
Arinc	Hitachi	Retail Pro International
AWA Technology Services	Hitachi-Omron Terminal Solutions	Revel Systems

Bematech (TOTVS SA)	HotSchedules Inc.	RTC Quaterion Group
Black Box	HP Inc.	Salesforce
Burroughs, Inc.	IBM Corp	ShopKeep
Bypass Mobile LLC	IER	SICOM
Cennox Group	Infor	SITA
Crunchtime	Ipsoft	Sonda
Cummins Allison	ITAB Group	Spartan Computer Services
Curvature	Itasca Retail Information Systems	Square
Cuscap	Jack Henry & Assoc.	Symphony EYC
Daisy	Kony Inc.	Tech Mahindra
Datalogic SpA	Korala Associates Ltd.	TEKsystems
Dell, Inc.	Lavu Inc.	TIBCO Loyalty Lab
Diebold Nixdorf	LOC Software	Tillster
Digital Hands	Logicalis	Toast, Inc.
Dimension Data	Magstar	Toshiba TEC
ECR Software Corporation	Malauzai Software Inc	Unisys
Elo	Manhattan Associates	Upserve (Breadcrumb)
EOS IT Solutions	Mi9 Retail	Vista Retail Support
Epicor	Micros – See Oracle	Vsoft Corporation
eRestaurant Systems	Mobile Travel Technologies	Wand
FIS	Nautilus Hyosung	Wayne Fueling Systems
Fiserv	NSC Group	Wescom Resources Group
Fourth Ltd.	OBS (Orange Business Services)	Westcon Group
Fujitsu	Office Depot (Compucom)	Xpient
FuturePOS	OKI Electric Industry Co. Ltd.	ZebraTechnologies Corp
GBM (Gulf Business Machines)	Onepath	Zonal Retail Data
Getronics	Open Table	
Gilbarco Veeder-Root	Oracle	

APPENDIX A

PROVISIONS FOR NON-U.S. PARTICIPANTS

2018 Time-Based Restricted Stock Unit Award Agreement NCR Corporation 2017 Stock Incentive Plan

The following terms and conditions apply to Participants who reside outside the United States or who are otherwise subject to the laws of a country other than the United States. In general, the terms and conditions in this Appendix A supplement the provisions of the Agreement, unless otherwise indicated herein.

1. Nature of Grant. In accepting the grant, you acknowledge, understand and agree that:

(a) the Stock Units and the shares of NCR Common Stock subject to the Stock Units are not intended to replace any pension rights or compensation;

(b) the Stock Units and the shares of NCR Common Stock subject to the Stock Units and the income and value of same, are not part of normal or expected compensation for any purpose;

(c) the future value of the underlying shares of NCR Common Stock is unknown, indeterminable and cannot be predicted with certainty;

(d) no claim or entitlement to compensation or damages shall arise from forfeiture of the Stock Units resulting from

your Termination of Employment (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where you are employed or the terms of your employment agreement, if any), and in consideration of the grant of Stock Units to which you are otherwise not entitled, you irrevocably agree never to institute any claim against NCR, any of its Subsidiaries or Affiliates or the Employer, waive your ability, if any, to bring any such claim, and release NCR, its Subsidiaries and Affiliates, and the Employer from any such claim; if, notwithstanding the foregoing, any such claim is allowed by a court of competent jurisdiction, then, by participating in the Plan, you shall be deemed irrevocably to have agreed not to pursue such claim and agree to execute any and all documents necessary to request dismissal or withdrawal of such claim;

(e) for purposes of the Stock Units, your employment or service relationship will be considered terminated as of the date you are no longer actively providing services to NCR or the Employer (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where you are employed or the terms of your employment agreement, if any) and unless otherwise expressly provided in this Agreement or determined by NCR, your right to vest in the Stock Units under the Plan, if any, will terminate as of such date and will not be extended by any notice period (for example, your period of service would not include any contractual notice period or any period of “garden leave” or similar period mandated under employment laws in the jurisdiction where you are employed or the terms of your employment agreement, if any); the Committee shall have the exclusive discretion to determine when you are no longer actively providing services for purposes of your Award (including whether you may still be considered to be providing services while on a leave of absence);

(f) unless otherwise provided in the Plan or by the Company in its discretion, the Award and the benefits evidenced by this Agreement do not create any entitlement to have the Award or any such benefits transferred to, or assumed by, another company nor to be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the shares of the Company; and

(g) neither NCR, the Employer nor any Subsidiary or Affiliate shall be liable for any foreign exchange rate fluctuation between your local currency and the United States Dollar that may affect the value of the Stock Units or of any amounts due to you pursuant to the settlement of the Stock Units or the subsequent sale of any shares of NCR Common Stock acquired upon settlement.

2. **Language.** If you have received this Agreement or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control. You acknowledge that it is your express wish that this Agreement, as well as all documents, notices, and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English. By accepting the Stock Units, you confirm having read and understood the Plan and this Agreement, including all terms and conditions included therein, which were provided in the English language. You accept the terms of those documents accordingly.

3. **Conditions for Issuance.** Notwithstanding any other provision of the Plan or this Agreement, unless there is an available exemption from any registration, qualification or other legal requirement applicable to the shares of NCR Common Stock, the Company shall not be required to deliver any shares issuable upon settlement of the Stock Units prior to the completion of any registration or qualification of the shares under any local, state, federal or foreign securities or exchange control law or under rulings or regulations of the U.S. Securities and Exchange Commission (“SEC”) or of any other governmental regulatory body, or prior to obtaining any approval or other clearance from any local, state, federal or foreign governmental agency, which registration, qualification or approval the Company shall, in its absolute discretion, deem necessary or advisable. You understand that the Company is under no obligation to register or qualify the shares with the SEC or any state or foreign securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the shares. The grant of Stock Units is not intended to be a public offering of securities in your country, and the Company has not submitted any registration statement, prospectus or other filings with the local securities authorities in connection with this grant, and the grant of the Stock Units is not subject to the supervision of the local securities authorities.

4. **Repatriation and Other Non-U.S. Compliance Requirements.** As a condition of the grant of your Stock Units, you agree to repatriate all payments attributable to the shares of NCR Common Stock and/or cash acquired under the Plan (including, but not limited to, dividends and dividend equivalents) in accordance with local foreign exchange rules and regulations in your country of residence (and your country of employment, if different). In addition, you also agree to take any and all actions, and consent to any and all actions taken by the Company, its Subsidiaries and Affiliates, as may be required to allow the Company, its Subsidiaries and Affiliates to comply with local laws, rules and regulations in your country of residence (and your country of employment, if different). Finally, you agree to take any and all actions as may be required to comply with your personal legal and tax obligations under local tax, exchange control, insider trading and other laws, rules and regulations in your country of residence (and your country of employment, if different) with respect to the Stock Units and the NCR Common Stock issued with respect thereto.

5. **Insider Trading Restrictions/Market Abuse Laws.** You acknowledge that, depending on your country of residence, you may be subject to insider trading restrictions and/or market abuse laws, which may affect your ability to acquire or sell shares of NCR Common Stock or rights to such shares (e.g., Stock Units) under the Plan during such times as you are considered to have “inside

information” regarding the Company (as defined by the laws in your country). Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable insider trading policy of the Company. You acknowledge that it is your responsibility to comply with any applicable restrictions, and you are advised to speak to your personal advisor on this matter.

APPENDIX B

COUNTRY-SPECIFIC PROVISIONS FOR NON-U.S. PARTICIPANTS

2018 Time-Based Restricted Stock Unit Award Agreement NCR Corporation 2017 Stock Incentive Plan

This Appendix B includes special terms and conditions applicable to you if you reside in the countries below. These terms and conditions are in addition to or, if so indicated, in place of, those set forth in the Agreement. Capitalized terms used but not defined in this Appendix have the meanings assigned to them in the Plan, or the Agreement, as applicable.

This Appendix B also includes information relating to exchange control and other issues of which you should be aware with respect to your participation in the Plan. The information is based on the exchange control, securities and other laws in effect in the respective countries as of the Grant Date. Such laws are often complex and change frequently. As a result, NCR strongly recommends that you do not rely on the information herein as the only source of information relating to the consequences of participation in the Plan because the information may be out of date at the time the Stock Units are Vested or shares of NCR Common Stock acquired under the Plan are sold.

In addition, the information is general in nature and may not apply to your particular situation and NCR is not in a position to assure you of any particular result. Accordingly, you are advised to seek appropriate professional advice as to how the relevant laws in your country may apply to your situation. Finally, if you are a citizen or resident of a country other than the one in which you are currently working, are considered a citizen or resident of another country for local law purposes, or transfer employment or residency to another country after the Grant Date, the notifications contained herein may not be applicable to you. In addition, NCR shall, in its discretion, determine to what extent the terms and conditions contained herein shall be applicable to you.

CHINA

Settlement of Stock Units. This provision supplements Section 3 of the Agreement:

To facilitate compliance with exchange control laws and regulations in the People’s Republic of China (“China”), you agree to the sale of any shares of Common Stock to be issued upon vesting and settlement of the Stock Units. The sale will occur (i) immediately upon vesting and settlement of the Stock Units, (ii) following your Termination of Employment, or (iii) within any other time frame as the Company determines to be necessary to facilitate compliance with local regulatory requirements. You further agree that the Company is authorized to instruct its designated broker to assist with the mandatory sale of such shares (on your behalf pursuant to this authorization) and you expressly authorize the Company’s designated broker to complete the sale of such shares. You agree to sign any agreements, forms and/or consents that may be reasonably requested by NCR (or the broker) to effectuate the sale of the shares of NCR Common Stock and shall otherwise cooperate with NCR with respect to such matters. You acknowledge that neither NCR nor the broker is under any obligation to arrange for the sale of the shares of NCR Common Stock at any particular price and that broker’s fees and similar expenses may be incurred in any such sale. In any event, when the shares of NCR Common Stock are sold, the proceeds of the sale of such shares, less any Tax-Related Items and the broker’s fees, commissions or similar expenses, will be remitted to you in accordance with applicable exchange control laws and regulations.

Exchange Control Restrictions. You understand and agree that, if you are subject to exchange control laws in China, you will be required to immediately repatriate to China the proceeds from the sale of any shares of NCR Common Stock acquired under the Plan. You further understand that such repatriation of the proceeds may need to be effected through a special exchange control account established by NCR or a Subsidiary or Affiliate, and you hereby consent and agree that the proceeds from the sale of shares of NCR Common Stock acquired under the Plan may be transferred to such account by NCR (or the broker) on your behalf prior to being delivered to you. You also agree to sign any agreements, forms and/or consents that may be reasonably requested by NCR (or the broker) to effectuate such transfers.

The proceeds may be paid to you in U.S. dollars or local currency at NCR’s discretion. If the proceeds are paid to you in U.S. dollars, you understand that you will be required to set up a U.S. dollar bank account in China so that the proceeds may be deposited into this account. If the proceeds are paid to you in local currency, (i) you acknowledge that NCR is under no obligation to secure any

particular exchange conversion rate and that NCR may face delays in converting the proceeds to local currency due to exchange control restrictions, and (ii) you agree to bear any currency fluctuation risk between the time the shares of NCR Common Stock are sold and the time the proceeds are converted to local currency and distributed to you.

Finally, you agree to comply with any other requirements that may be imposed by NCR in the future in order to facilitate compliance with exchange control requirements in China.

ISRAEL

Trust Arrangement. You understand and agree that this Award is offered subject to and in accordance with the terms of the Plan and its Israeli Appendix. Upon vesting, the shares of Common Stock shall be controlled by the Company's trustee appointed by the Company or its Subsidiary or Affiliate in Israel (the "Trustee") for your benefit for at least such period of time as required by Section 102 or any shorter period determined under the Israeli Income Tax Ordinance (New Version), 5721-1961 as now in effect or as hereafter amended (the "Ordinance") (with respect to the "capital gain route") or by the Israeli Tax Authority (the "Lock-Up Period"). You shall be able to request the sale of the shares or the release of the shares from the Trustee, subject to the terms of the Plan, this Agreement and any applicable Israeli tax law. Without derogating from the aforementioned, if the shares are released by the Trustee during the Lock-Up Period, the sanctions under Section 102 of the Ordinance shall apply to and be borne by you. The shares shall not be sold or released from the control of the Trustee unless the Company, the Subsidiary or Affiliate and the Trustee are satisfied that the full amount of Tax-Related Items due have been paid or will be paid in relation thereto. Notwithstanding any provision of this Agreement or the Plan to the contrary except the provisions in Section 2 of this Agreement relating to a Good Reason Termination (as defined in Section 2) or your Retirement (in each case, to the extent specifically applicable to you), in the event of your resignation from service with NCR or the Employer due to any reason, including worsening of employment conditions, or any other reason relating to conditions of employment, all unvested Stock Units will automatically terminate and be forfeited and no shares or cash will be issued or paid to you (as the case may be).

2018 Performance-Vesting Restricted Stock Unit Award Agreement
NCR Corporation 2017 Stock Incentive Plan

You have been awarded a number of performance-vesting restricted stock units (the “Stock Units”) under the NCR Corporation 2017 Stock Incentive Plan as amended from time to time (the “Plan”), which number is described on the restricted stock unit information page on the website (www.netbenefits.fidelity.com) of the third party Plan administrator (the “TPA”) for NCR Corporation (referred to herein as “NCR” or the “Company”), effective as of the date of grant of this award (the “Grant Date”), subject to the terms and conditions of this 2018 Performance-Vesting Restricted Stock Unit Award Agreement (this “Agreement”), including the non-competition, non-solicitation and non-recruit/hire post-employment restrictive covenants set forth in Section 10, and the Plan. Capitalized terms used but not defined herein are defined in the Plan.

1. **Grant of Stock Units.** Subject to the terms and conditions of this Agreement, one-third (1/3) of the Stock Units will become vested and non-forfeitable on each of the first, second and third anniversaries of the Grant Date (each a “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 predetermined level of Software-Related Margin Dollars for the period from January 1, 2018, through December 31, 2018 (the “Performance Period”), and (ii) you are continuously employed by NCR or a Subsidiary or Affiliate of NCR (each, an “Employer”) through and until the applicable Vesting Date. In all cases, the Committee shall certify whether NCR has achieved the specified level of Software-Related Margin Dollars within seventy (70) days following the end of the Performance Period. The Stock Units are referred to in this Agreement as “Vested” at the time they become vested and non-forfeitable pursuant to this Section 1 or Section 2 below.

2. **Certain Events Resulting in Accelerated Vesting Date.** The Plan provides for what happens in connection with certain events resulting in accelerated vesting of the Award. The following chart describes the more common events. Except as otherwise provided below, in the event of your Termination of Employment prior to a Vesting Date for any reason, all unvested Stock Units will automatically terminate and be forfeited and no shares or cash will be issued or paid (as the case may be). For purposes of the chart below, the “Pro-Rata Fraction” means a fraction, the numerator of which is the number of days that you completed as an employee of the Employer during the period beginning on the Grant Date and ending on the last Vesting Date for Stock Units awarded under this Agreement, and the denominator of which is the number of days during the period beginning on the Grant Date and ending on the last Vesting Date for Stock Units awarded under this Agreement.

Termination Provisions

Termination Event	Treatment of Stock Units
Death or Disability	<p>Prorated Vesting—Except as otherwise determined by the Committee, a pro-rata portion of the unvested Stock Units will become Vested, effective as of the termination date, based on Target performance, and will be determined by: (a) multiplying the number of Stock Units awarded pursuant to this Agreement by the Pro-Rata Fraction, and (b) subtracting from the resulting amount the number of Stock Units that previously vested under this Agreement (if any).</p> <p>Any portion of the unvested Stock Units that do not vest in accordance with the foregoing will terminate and be forfeited.</p>
Retirement or Involuntary Termination (other than for Cause)	<p>Prorated Vesting—A pro-rata portion of the unvested Stock Units will become Vested, effective as of the end of the Performance Period or the termination date, whichever is later, and will be determined by: (i) multiplying the number of Stock Units awarded pursuant to this Agreement by the Pro-Rata Fraction, and (ii) subtracting from the resulting amount the number of Stock Units that previously vested under this Agreement (if any).</p> <p>Any portion of the unvested Stock Units that do not vest in accordance with the foregoing will terminate and be forfeited.</p>
Change in Control Termination or Good Reason Termination	Full Vesting—All unvested Stock Units shall become fully Vested immediately upon your Termination of Employment due to a Change in Control Termination or Good Reason Termination.
Voluntary Resignation	Forfeited—Unvested Stock Units will be forfeited.
Termination for Cause	Forfeited—Unvested Stock Units will be forfeited.

For purposes of this Agreement, “Software-Related Margin Dollars” has the meaning approved by the Committee.

“Disability” means Termination of Employment 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, its Subsidiaries or Affiliates.

“Retirement” means your Termination of Employment when you are age 62 or older with at least 10 years of continuous service with the Company and its Subsidiaries and Affiliates for the period ending on the date of your Termination of Employment (but excluding service with any entity whose stock or assets were acquired by the Company for the period prior to such acquisition).

“Involuntary Termination” means Termination of Employment by the Company or the Employer for any reason other than for Cause (as defined in the Plan), excluding termination by the Company or the Employer during the twenty-four (24) months following a Change in Control.

“Change in Control Termination” means a Termination of Employment by the Company, the Employer or the continuing entity or successor other than for Cause (as defined in the NCR Change in Control Severance Plan, to the extent that you are a participant in the NCR Change in Control Severance Plan at the time of such Termination of Employment; otherwise as defined in the Plan and, for the avoidance of doubt, not including any termination due to your Disability)) occurring during the twenty-four (24) months following a Change in Control wherein this Award is assumed, converted or replaced by the continuing entity or successor.

“Good Reason Termination” means, if you are a participant in the NCR Change in Control Severance Plan, or an NCR policy or similar arrangement or individual agreement that defines “Good Reason” in the context of a resignation following a Change in Control, your Termination of Employment for Good Reason as so defined within twenty-four (24) months following a Change in Control.

Change in Control. Notwithstanding any provisions in this Agreement to the contrary other than Sections 5, 10, 12 and 24, in the event a Change in Control occurs prior to the applicable Vesting Date and the Stock Units are not assumed, converted or replaced by the continuing entity or successor, all unvested Stock Units shall become fully Vested immediately prior to the Change in Control.

3. Settlement of Stock Units. Except as may be otherwise provided in Section 2 or 4 of this Agreement or Section 14.12 of the Plan or pursuant to an election under Section 14.11 of the Plan, Vested Stock Units will be paid to you as soon as reasonably practicable after the earliest of: (a) the applicable Vesting Date, (b) your Termination of Employment if such Termination of Employment results in vesting pursuant to Section 2 above including but not limited to a Termination of Employment in connection with a Change in Control, or (c) the Change in Control date if vesting occurs in connection with a Change in Control without a Termination of Employment as determined under Section 2 above. In all events, the settlement date shall be no later than March 15 of the year following the year in which the earliest of such events occurs; except that, notwithstanding any other provision hereof, the settlement date in the event of vesting in connection with a Change in Control as described in Section 2 shall be no later than 30 days after the Termination of Employment date or the Change in Control date, as applicable. Such Vested Stock Units will be paid to you in shares of Common Stock (such that one Stock Unit equals one share of Common Stock) or, in NCR’s sole discretion, in an amount of cash equal to the Fair Market Value of such number of shares of Common Stock on date that immediately precedes the Vesting Date (or such earlier date upon which the Stock Units have become Vested pursuant to Section 2 of this Agreement), or a combination thereof (the date of such payment shall be referred to herein as the “Settlement Date”).

4. Compliance with Section 409A of the Code. The intent of the parties is that payments under this Agreement comply with Section 409A of the Code or are exempt therefrom, and this Agreement shall be interpreted, administered and governed in accordance with such intent.

5. **Confidentiality.** You agree that the terms of this Agreement are to remain confidential and you will not disclose the terms of this Agreement to anyone other than your spouse, domestic partner, tax advisor, or attorney, or as required by law. You agree that you will require that persons to whom disclosure is made as permitted by this paragraph will keep any such information confidential and will not disclose it to others. Notwithstanding this confidentiality provision, you may disclose to any prospective employer the fact that you are subject to obligations of non-disclosure, non-competition, non-solicitation, and non-recruit/hire and may provide those sections of this Agreement to such prospective employer. A disclosure by you of this Agreement required pursuant to any person, court or non-governmental proceeding will not constitute a breach of this Agreement if, to the extent permitted under the circumstances, you: (a) have first provided notice to NCR and its General Counsel, at law.notices@ncr.com, and provided an opportunity to NCR to protect such information by protective order or other means; and (b) you disclose only that portion of this Agreement that you are legally required to disclose. [FOR US EMPLOYEES ONLY:] However, upon request by a U.S. government agency, such as the Securities and Exchange Commission ("SEC") or the Department of Justice ("DOJ") in connection with a government investigation, you may provide a copy of this Agreement to the agency without first providing notice to NCR.

6. **Adjustments Based on Certain Changes in the Common Stock.** In the event of any stock split, reverse stock split, stock dividend, recapitalization or similar change affecting the common stock, the Award shall be equitably adjusted in accordance with Section 3.04 of the Plan.

7. **Nontransferability.** At all times before each applicable Vesting Date, the Stock Units, to the extent not fully Vested, may not be sold, transferred, pledged, assigned or otherwise alienated, except by beneficiary designation, by will or by the laws of descent and distribution upon your death. As soon as practicable after a Vesting Date (or such other date as Stock Units become payable in accordance with Section 2), if Stock Units are to be paid in the form of shares of NCR common stock, NCR will instruct its transfer agent and/or its TPA to record on your account the number of such shares underlying the number of such Stock Units, and such shares will be freely transferable.

8. **Dividends.** Any cash dividends declared before each applicable Vesting Date on the shares underlying unvested Stock Units shall not be paid currently, but shall be converted into additional unvested Stock Units, and any cash dividends declared after a Vesting Date but before the applicable Settlement Date on the shares underlying Vested Stock Units shall not be paid currently, but shall be converted into additional Vested Stock Units and settled pursuant to Section 3 at the same time as the underlying Vested 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 that apply to the underlying Stock Units that generated the Dividend Units. 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, 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.

9. **Withholding.** (a) Prior to any relevant tax or tax withholding event (as applicable) and as a condition of your receiving the shares of Common Stock in respect of the Stock Units, you agree to make arrangements satisfactory to NCR and/or the Employer to satisfy all income tax, social insurance tax, payroll tax, fringe benefits tax or other Federal, state or local tax payment or withholding requirements or other tax related items (collectively, "Tax-Related Items") applicable to you as a result of or related to your participation in the Plan. In this regard, you agree to pay to NCR, including, at NCR's sole discretion, through payroll withholding or other method prescribed by the Chief Human Resources Officer, an amount equal to the amount of such Tax-Related Items required to be paid or withheld with respect to the Stock Units as determined in the sole discretion of NCR; provided that you will be required to pay any such amount prior to the tax or tax withholding event (as applicable) and as a condition of your receiving the shares of Common Stock to be issued in respect of the Stock Units. Such payment of Tax-Related Items shall be made by NCR withholding shares of Common Stock that are issuable upon the settlement of the Stock Units equal to the amount required to be withheld or paid as determined by NCR, except to the extent that: (i) the Chief Human Resources Officer permits payment for such Tax-Related Items in cash by an employee other than an executive officer of NCR ("Executive Officer") subject to Section 16 of the Securities Exchange Act of 1934, as amended (the "Act"), or (ii) you are an Executive Officer and you elect to make payment for such Tax-Related Items in cash or by instructing NCR and any brokerage firm determined acceptable to NCR for such purpose to sell on your behalf the whole number of shares of Common Stock underlying the Stock Units that NCR determines to be appropriate to generate the cash proceeds sufficient to satisfy such Tax-Related Items. Any withholding of shares or sale or cash payment pursuant to this Section shall occur on the date that the requirement to withhold or pay taxes arises, or as soon as practicable thereafter if permitted by NCR. To the extent that you are an Executive Officer who instructs a brokerage firm sale permitted by this Section, you will be responsible for, and will indemnify and hold NCR and the Employer harmless with respect to, any and all losses, costs, damages or other expenses (including brokerage fees and other similar costs related directly to any such sale of Common Stock) arising in connection with, or related to, any such sale. You acknowledge that if, at the time any shares of Common Stock are sold to satisfy requirements relating to Tax-Related Items pursuant to this Section, you are an Executive Officer as defined above, any such sale of Common Stock must be made pursuant to an exemption from the requirements under Section 16(b) of the Act.

(b) You acknowledge that, regardless of any action taken by NCR or the Employer, the ultimate liability for all Tax-Related Items is and remains your responsibility and may exceed the amount actually withheld by NCR or the Employer. Depending on the withholding method, NCR may withhold or account for Tax-Related Items by considering such statutory withholding rates as may be determined applicable in the discretion of the Chief Human Resources Officer that will not result in an adverse accounting consequence or cost.

10. **Non-Competition, Non-Solicitation, Non-Recruit/Hire.**

(a) Pursuant to your employment with NCR ("**the Company**"), you have or will have access to, and knowledge of, certain confidential information (including, without limitation, trade secrets and information about the Company's business, operations, customers, employees, and industry relationships) not known to, or readily ascertainable by, the public or NCR's competitors

and that gives the Company a competitive advantage (“**Confidential Information**”). You acknowledge that any unauthorized use (including use for your own benefit or to the benefit of others), transfer, or disclosure by you of NCR’s Confidential Information can place NCR at a competitive disadvantage and cause damage, financial and otherwise, to its business. You further acknowledge that, because of the knowledge of and access to the Confidential Information of the Company that you have acquired or will have acquired during your employment, you will be in a position to compete unfairly with the Company following the termination of your employment.

(b) **Post-Employment Restrictive Covenants.** Therefore, for the purpose of protecting NCR’s business interests, including the Confidential Information, goodwill and stable trained workforce of the Company, and in exchange for the benefits and consideration provided to you under this Agreement (including, without limitation, the potential future vesting of Stock Units), you agree that, for a 12-month period after the termination of your NCR employment (or if applicable law mandates a maximum time that is shorter than 12 months, then for a period of time equal to that shorter maximum period) (the “**Restricted Period**”), regardless of the reason for termination, you will not, without the prior written consent of the Chief Executive Officer of NCR:

(1). **Non-Recruit/Hire** - Directly or indirectly (including without limitation assisting third parties) recruit, hire or solicit, or attempt to recruit, hire or solicit any employee of NCR, induce or attempt to induce any employee of NCR to terminate his or her employment with NCR, or refer any such employee to anyone outside of the Company for the purpose of that NCR’s employee’s seeking, obtaining, or entering into an employment relationship or agreement to provide services;

(2). **Non-Solicitation** - Directly or indirectly (including without limitation assisting others), solicit or attempt to solicit the business of any NCR customers or prospective customers with which you had Material Contact (as defined in Section 10(c)(i) below) during the last 2 years of your NCR employment for purposes of providing products or services that are competitive with those provided by NCR;

(3). **Non-Competition** - Perform services, directly or indirectly, in any capacity (including, without limitation, as an employee, consultant, contractor, owner or member of a board of directors):

- (i) Of the type conducted, authorized, offered, or provided by you on behalf of NCR during the 2 years prior to termination of your NCR employment;
- (ii) In connection with NCR Competing Products/Services (as defined in Section 10(c)(ii)) that are similar to or serve substantially the same functions as those with respect to which you worked during the 2 years prior to termination of your NCR employment or about which you obtained trade secret or other Confidential Information;
- (iii) Within the geographic territories (including countries and regions, if applicable, or types, classes or tiers of customers if no geographic territory was assigned to y

ou) where or for which you performed, were assigned, or had responsibilities for such services during the 2 years preceding your termination;

(iv) On behalf of a Competing Organization (as defined in Section 10(c)(iii)).

(c) For purposes of Section 10 of this Agreement, the following definitions shall apply:

(i) “**Material Contact**” means the contact between you and each customer or prospective customer (a) with which you dealt on behalf of NCR, (b) whose dealings with NCR were coordinated or supervised by you, (c) about whom you obtained confidential information in the ordinary course of business as a result of your association with NCR, or (d) who receives products or services authorized by NCR, the sale or provision of which results, resulted or, with regard to prospective customers, would have resulted in compensation, commissions, or earnings for you within the 2 years prior to the date of your termination; and

(ii) “**Competing Products/Services**” are any products, services, solutions, platforms, or activities that compete, directly or indirectly, in whole or in part, with one or more of the products, services or activities produced, provided or engaged in by NCR (including, without limitation, products, services or activities in the planning or development stage during your NCR employment) at the time of your separation from NCR and during the 2 years prior to termination of your NCR employment;

(iii) A “**Competing Organization**” is any person, business or organization that sells, researches, develops, manufactures, markets, consults with respect to, distributes and/or provides referrals with regard to one or more Competing Products/Services;

(iv) The NCR “**Competing Organization List**,” which the Company updates from time to time, provides examples of companies that, as of the date of the List’s publication, meet the definition of Competing Organization under Section 10(c)(iii) above. However, the Competing Organization List is not comprehensive and, in the event of a conflict between Section 10(c)(iii) and the Competing Organization List, Section 10(c)(iii) controls. The most recent version of the Competing Organization List in effect at the time of the termination of your NCR employment, which is available on the NCR HR intranet, or from the NCR Law Department or HR upon request, is the version to consult for relevant examples of Competing Organizations for purposes of this Agreement. As of the Grant Date, the companies listed on Schedule A to this Agreement (and the subsidiaries of each) constitute the Company’s Competing Organization List for 2018.

(v) All references to “**NCR employment**” in this Section 10 refer to your employment by NCR (or, if different, to an affiliate or subsidiary of NCR) and shall also be deemed to include your employment, if any, by any company the stock or substantially all the assets of which NCR has acquired. As a non-limiting example, a reference to the “2 years prior to the termination of your NCR employment” may include both time as an NCR employee and time as a Retalix Ltd or Digital Insight employment.

(d) **Consideration.** You acknowledge that (a) you would not have received the benefits and consideration provided under this Agreement, including the potential future vesting of equity awards, but for your consent to abide by the Post-Employment Restricted Covenants contained in Section 10(b); (b) you must abide Section 10(b) regardless of whether any stock units or other equity has vested or been distributed as of the time of any violation of its terms; and (c) your agreement to Section 10(b) is a material component of the consideration for this Agreement.

(e) **Remedies.** You agree that, if you breach any of the provisions of this Agreement: (i) NCR shall be entitled to all of its remedies at law or in equity, including but not limited to money damages and injunctive relief; (ii) in the event of such breach, in addition to NCR's other remedies, any unvested Stock Units will be immediately forfeited and deemed canceled, and you agree to pay immediately to NCR the Fair Market Value of any Stock Units that vested during the 18 months prior to the date of your termination of employment (or if applicable law mandates a maximum time that is shorter than 18 months, then for a period of time equal to the shorter maximum period), without regard to whether you continue to own the shares associated with such Stock Units; and (iii) NCR shall also be entitled to an accounting and repayment from you of all profits, compensation, commissions, remuneration or benefits that you (and/or the applicable Competing Organization) directly or indirectly have realized or may realize as a result of or in connection with any breach of these covenants, and such remedy shall be in addition to and not in limitation of any injunctive relief or other rights or remedies to which NCR may be entitled at law or in equity. For U.S. employees, pursuant to the Defense of Trade Secrets Act, NCR may also recover punitive damages and attorneys' fees, and may also seek and be awarded ex parte seizure of property necessary to prevent the unauthorized use, transfer and disclosure of trade secrets.

(f) **Subsequent Employment.** You agree that, while employed by NCR and for 1 year thereafter, you will communicate the contents of this Agreement to any person, firm, association, partnership, corporation or other entity which you intend to become employed by, contract for, associated with or represent, prior to accepting and engaging in such employment, contract, association and/or representation.

(g) **Tolling.** [FOR US EMPLOYEES ONLY:] You agree that the Restricted Period shall be tolled and suspended during and for the pendency of any violation of its terms and for the pendency of any legal proceedings to enforce any of the covenants set forth in this Section 10 and that all time that is part of or subject to such tolling and suspension shall not be counted toward the 12-month duration of the Restricted Period.

(h) **Reasonable and Necessary.** You agree that the Post-Employment Restrictive Covenants set forth in Section 10(b) are reasonable and necessary for the protection of NCR's legitimate business interests, that they do not impose a greater restraint than is necessary to protect the goodwill or other business interests of NCR, that they contain reasonable limitations as to time and scope of activity to be restrained, that they do not unduly restrict your ability to earn a living, and that they are not unduly burdensome to you.

(i) **Severability.** Each clause of this Agreement and Section constitutes an entirely separate and independent restriction and the duration, extent and application of each of the

restrictions are no greater than is necessary for the protection of NCR's interests. If any part or clause of this Section 10 is held unenforceable, it shall be severed and shall not affect any other part of Section 10 and this Agreement.

(j) **Amendment for California Employees Only.** Section 10(b)'s Non-Competition, Non-Solicitation, and Non-Recruit/Hire restrictions do not apply to you if, following the termination of your NCR employment, you continue to reside or work in California. Notwithstanding the foregoing, you are and shall continue to be prohibited from any unauthorized use, transfer, or disclosure of the Company's Confidential Information, including trade secrets, pursuant to the California Trade Secrets Act, the U.S. Defend Trade Secrets Act of 2016, your confidentiality and non-disclosure agreements with NCR, and any other applicable federal, state and common law protections afforded proprietary business and trade secret information.

(k) **Non-U.S. Country-Specific Amendments.** The restrictions contained in Section 10(b)(2) and/or (3) do not apply to you if, following the termination of your NCR employment, you continue to reside or work in a country that mandates, as a non-waiveable condition, continued pay during the Restricted Period, unless NCR advises you it will tender such pay, which shall be in the minimum amount required by local law. Section 10(b)(2) and/or (3) do not apply to you if you are terminated without cause (as this term or concept is defined by applicable law) and you reside in a country that requires termination for cause in order to enforce post-employment non-competition and/or non-solicitation restrictions. [FOR EMPLOYEES IN ARGENTINA, BELGIUM, CHINA, CZECH REPUBLIC, ISRAEL, SERBIA ONLY:] The restrictions set forth in Section 10(b)(2) and/or (3), as the case may be, shall have the additional consideration of a monthly payment from NCR during the term of the Agreement in such amount as is minimally required by law ("**Non-Competition Compensation**"); however, NCR may at any time, and at its sole discretion, waive the obligations and duties set forth in Section 10(b)(2) and/or (3), which shall release NCR from the obligation of making Non-Competition Compensation payments. Subject to the foregoing and local law, Non-Competition Compensation, if calculated based on monthly salary, will exclude any bonus, commissions, ex gratia payments, payments under any share option or incentive plan, benefits, "thirteenth-month" salary, or any payment in respect of any vacation entitlement accrued or that would have accrued during the period of the Agreement, and the payment of Non-Competition Compensation shall be made in monthly installments starting 1-month after the start of the Restricted Period (or, if applicable law mandates a maximum time that is shorter than 1 month, then for a period of time equal to that shorter maximum period) ("**Payment Period**"). If NCR does not commence the Non-Competition Compensation payments within the Payment Period, this shall affect a mutual release of Section 10(b)(2) and (3) obligations and no separate waiver need be provided by NCR. In such circumstances, you will not be subject to any ongoing non-competition or non-solicitation obligations, nor will NCR have any obligation to pay the Non-Competition Compensation; however, this release does not extend to the obligations under Section 10(b)(1), which will continue to apply. [FOR EMPLOYEES IN DENMARK, FRANCE, GERMANY ONLY:] Section 10(b)(2) and (3) of this Section do not apply to you if, following the termination of your NCR employment, you continue to reside or work in Denmark, France, or Germany; however, Section 10(b)(1) shall continue to apply. [FOR EMPLOYEES IN UAE ONLY:] In the event that you breach the Section 10(b)(3) Non-Competition restrictive covenant, you acknowledge that NCR will suffer irreparable damage, and you promise to pay NCR on demand damages in a sum equal to the amount of 6 months of your

salary that was in effect when your NCR employment ended. You acknowledge that this sum represents a reasonable estimate of damages that NCR will suffer, and that, where local law allows, NCR may seek additional compensatory damages.

(l) [FOR U.S. EMPLOYEES ONLY:] Pursuant to the Defend Trade Secrets Act of 2016, you understand that: an individual may not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (i) is made (a) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (b) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. Further, an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the employer's trade secrets to the attorney and use the trade secret information in the court proceeding if the individual: (i) files any document containing the trade secret under seal; and (ii) does not disclose the trade secret, except pursuant to court order.

11. **[FOR U.S. EMPLOYEES ONLY:] Arbitration, and Class, Collective, and Representative Action Waiver.** You and NCR (collectively, "The Parties") agree that any controversy or claim arising out of or related to this Agreement and/or with respect to your employment with NCR shall be resolved by binding arbitration; the obligation to arbitrate shall also extend to and encompass any claims that you may have or assert against any NCR employees, officers, directors or agents. Notwithstanding the foregoing, the following disputes and claims are not covered by this Arbitration provision and shall therefore be resolved in any appropriate forum as required by the laws then in effect: claims for workers' compensation benefits, unemployment insurance, or state or federal disability insurance; claims for temporary or preliminary injunctive relief (including a temporary restraining order) in aid of arbitration or to maintain the status quo pending arbitration; and any other dispute or claim that has been expressly excluded from arbitration by statute. The Parties further agree that in the event of a breach of this Agreement, NCR or you may, in addition to any other available remedies, bring an action in a Court of competent jurisdiction for equitable relief pending appointment of an arbitrator and completion of an arbitration; and, in such instance, shall not be required to post a bond. If any portion of this Arbitration provision is held unenforceable, it shall be severed and shall not affect the duty to arbitrate nor any other part of this Section. In addition:

(a) The Parties agree that any demand for arbitration shall be filed within the statute of limitations applicable to the claim or claims upon which arbitration is sought or required, or the claim shall be barred. Arbitration shall be conducted in accordance with the Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association (available at www.ADR.org) to the extent not inconsistent with the terms of this Agreement. The arbitrator shall allow discovery in the form of: (1) the mutual exchange of documents (as defined under the Federal Rules of Civil Procedure) pertaining to the claim being arbitrated and for which there is a direct and demonstrable need; and (2) up to three depositions by each party. Upon good cause shown, in a personal or telephonic hearing, the arbitrator may allow additional, non-burdensome discovery. The arbitrator shall balance the likely importance of the requested materials with the cost and burden of the discovery sought, and when disproportionate, the arbitrator may deny the request(s) or require that the requesting party advance the reasonable cost of production to the other side. Issues of arbitrability shall be determined in accordance with the U.S. federal

substantive and procedural laws relating to arbitration; in all other respects, this Agreement shall be governed by the laws of the State of Georgia in the United States, without regard to its conflict-of-laws principles, and the arbitration shall be held in the metropolitan Atlanta, Georgia area, with the exception of employees who primarily reside and work in California, for whom arbitration shall be held in California, and with respect to controversies arising in California, to which California law shall apply. The arbitration shall be held before a single arbitrator who is an attorney having at least five years of experience in employment law. The arbitrator's decision and award shall be written, final and binding and may be entered in any court having jurisdiction. The Parties agree that nothing in this Agreement relieves them from any obligation they may have to exhaust certain administrative remedies before arbitrating any claims or disputes under this Agreement. Each party shall bear its own attorney fees associated with the arbitration; other costs, and the expenses of the arbitration, shall be borne as provided by the rules of the American Arbitration Association.

(b) **Class, Collective and/or Representative Action Waiver.** To the maximum extent permitted by law: (1) all covered claims under this Agreement must be brought in the party's individual capacity, and not as a plaintiff or class member in any purported class, collective or representative proceeding; (2) no claims may be brought or maintained on a class, collective or representative basis either in Court or in arbitration, notwithstanding the rules of the arbitral body; (3) such claims will be decided on an individual basis in arbitration pursuant to this Agreement; and (4) the Parties expressly waive any right with respect to any covered claims to submit, initiate, or participate as a plaintiff, claimant or member in a class action or collective action, regardless of whether the action is filed in arbitration or in court. Claims may not be joined or consolidated in arbitration with disputes brought by or against other individual(s), unless agreed to in writing by the Parties (you, NCR, and the other individual(s)). Any issue concerning the validity of this class, collective or representative action waiver, and whether an action may proceed as a class, collective or representative action, must be decided by a Court, and an arbitrator shall not have authority to consider the issue of the validity of this waiver or whether the action may proceed as a class, collective or representative action. If, for any reason, this class, collective and/or representative action waiver is determined to be unenforceable, then the class, collective or representative claim may proceed only in a Court of competent jurisdiction and may not be arbitrated. No arbitration award or decision will have any preclusive or estoppel effect as to issues or claims in any future dispute.

1. **Compensation Recovery Policy.** By accepting the Stock Units, you acknowledge and agree that to the extent that the Stock Units constitute "Covered Incentive Compensation" subject to the terms of NCR's Compensation Recovery Policy, as the same may be in effect from time to time (the "Compensation Recovery Policy"), then, notwithstanding any other provision of this Agreement to the contrary, you may be required to forfeit any or all of the Stock Units and repay any or all amounts previously paid pursuant to the Stock Units pursuant to the terms of the Compensation Recovery Policy. Further, you acknowledge and agree that NCR may, to the extent permitted or required by law or regulation (including the Dodd-Frank Act), enforce any repayment obligation pursuant to the Compensation Recovery Policy by reducing any amounts that may be owing from time to time by NCR or its Subsidiaries or Affiliates to you, whether as wages, severance, vacation pay or in the form of any other benefit or for any other reason, or enforce any other recoupment as prescribed by applicable law or regulation.

2. **Beneficiaries.** Subject to the terms of this Agreement, you may, to the extent permitted by the Chief Human Resources Officer (or his or her delegate) and such procedures of the TPA as may be in effect from time to time, designate one or more beneficiaries to receive all or part of any shares of NCR Common Stock underlying the Stock Units to be distributed in case of your death, and you may change or revoke such designation at any time in accordance with such procedures. In the event of your death, any such shares distributable hereunder that are subject to such a designation that has not been superseded, modified or revoked in accordance with such procedures 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. For information about TPA beneficiary designation procedures, or to revoke or change a beneficiary designation, please call Fidelity at 1-800-544-9354 (U.S. grantees) or 1-800-544-0275 (non-U.S. grantees), or at such other number as provided by NCR or Fidelity. If you are a non-U.S. grantee, please visit the following link for access to the toll-free number: <https://www.fidelity.com/customer-service/phone-numbers/overview>.

3. **Data Privacy.** By entering into this agreement, you understand and acknowledge that your personal data may be collected, used or transferred, in electronic or other form, for purposes relevant to the purposes described in this Agreement and any other Award materials (“Data”) by and among, as applicable the Employer, NCR, its Subsidiaries and Affiliates for the exclusive purpose of implementing, administering and managing your participation in the Plan.

You understand and acknowledge that the Company and the Employer may hold certain personal information about you, including, but not limited to, your name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares of stock or directorships held in NCR, details of all Stock Units or other entitlement to shares of stock awarded, cancelled, exercised, vested, unvested or outstanding in your favor, for the purpose of implementing, administering and managing the Plan.

You understand that Data will be transferred to the TPA or such other stock plan service provider as may be selected by NCR in the future, which is assisting NCR with the implementation, administration and management of the Plan. You understand that the recipients of the Data may be located in the United States or elsewhere, and that the recipients’ country (for example, the United States) may have different data privacy laws and protections than your country. It is NCR’s policy to support such transfers of your Data with appropriate safeguards. You understand that if you reside outside the United States you may request a list with the names and addresses of any potential recipients of the Data by contacting your local human resources representative. You understand that your Data will be held only as long as is necessary to implement, administer and manage your participation in the Plan.

You understand that if you reside outside the United States you may have certain rights with respect to your data. NCR. For example, you may have the right at any time, to confirm from the Company whether the Company process your Data. You may also have the right to access

and review your Data, request additional information about the storage and processing of Data, require any necessary amendments to Data to correct its accuracy or to complete the Data. In certain instances, you may also the right to have your Data erased, to restrict its processing, or to require its delivery to a third party. In some jurisdictions, the Company may be required to obtain your consent to process your Data. To the extent that the Company is required by law to obtain such consents, you agree that NCR, the TPA and any other possible recipients which may assist NCR (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purpose of implementing, administering and managing your participation in the Plan.

You may refuse to consent or withdraw the consents herein, in any case without cost, by contacting in writing your local human resources representative. Further, you understand that you are providing the consents herein on a purely voluntary basis. If you do not consent, or if you later seek to revoke your consent, your employment status or service and career with the Employer will not be adversely affected; the only adverse consequence of refusing or withdrawing your consent is that NCR would not be able to grant you Stock Units or other equity awards or administer or maintain such awards. Therefore, you understand that refusing or withdrawing your consent may affect your ability to participate in the Plan. For more information on the consequences of your refusal to consent or withdrawal of consent, you understand that you may contact your local human resources representative.

4. **Non-Disclosure of Confidential Information, Including Trade Secrets.** You acknowledge and agree that your employment with NCR created a relationship of confidence and trust between you and NCR with respect to the Company's confidential information; you further acknowledge and agree that your particular position and its job duties exposed you to a broad variety of sensitive, confidential and non-public information of competitive value. You warrant and agree that (a) you will keep in confidence and trust all NCR confidential information known to you; (b) you have not transferred, used or disclosed any NCR confidential information (or assisted others in transferring, using or disclosing NCR confidential information) other than as necessary in the ordinary course of performing your duties as an NCR employee, and (c) you will not transfer, use or disclose NCR confidential information (or assist others with the transfer, use or disclosure of NCR confidential information) without the prior written consent of NCR, which may be granted or withheld in NCR's sole discretion, for any reason or no reason. [US EMPLOYEES ONLY:] Notwithstanding the foregoing, this Agreement does not prohibit you from reporting possible violations of the law to government agencies including, without limitation, the DOJ, SEC, Equal Employment Opportunity Commission, or any agency Inspector General, but you agree and understand that you are waiving, and hereby do waive, your right to monetary compensation and any other relief if any such agency elects to pursue any such claim, whether on your behalf or otherwise, to the fullest extent permitted by law. Nothing in this Agreement is intended to, or shall prevent, impede, or interfere with your providing truthful testimony and truthful information in the course of an investigation or proceeding authorized or required by law and/or conducted by an Agency of the United States. Should you receive a disclosure demand from any government agency, you may reach out to NCR's General Counsel or its law department for assistance, but you are not required to do so. Further, nothing in this Agreement is intended to or shall preclude you from providing truthful testimony or providing truthful information in response to a valid subpoena, court order or discovery request in any public proceeding, provided, to the extent permitted by law, you have provided to NCR as much advance notice as practicable

of any such compelled disclosure, so as to enable NCR to seek to limit, condition or quash such disclosure.

5. **Compensation.** Your participation in the Plan is voluntary. The value of this Award is an extraordinary item of income, is not part of your normal or expected compensation for purposes of calculating any severance, redundancy, end-of-service payments, bonus, long-service awards, pension, retirement or other benefits or similar payments. The Plan is discretionary in nature. This Award is a one-time benefit that does not create any contractual or other right to receive additional awards or other benefits in the future. Future grants, if any, are at the sole grace and discretion of NCR, including, but not limited to, the timing of the grant, amount and vesting provisions.

6. **No Advice Regarding Grant.** NCR is not providing any tax, legal or financial advice, nor is NCR making any recommendations regarding your participation in the Plan, or your acquisition or sale of the underlying shares of Common Stock. You are hereby advised to consult with your own personal tax, legal and financial advisors regarding your participation in the Plan before taking any action related to the Plan.

7. **Electronic Agreement; Governing Documents.** This Agreement, including without limitation Section 10, is executed electronically, and it is immediately binding upon your electronic acceptance. If you reside in a country that requires original ink signatures on paper, you hereby waive any such requirement to the extent permitted by law. NCR may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or electronic system established and maintained by NCR or the TPA. Information summarized or otherwise shown on the website of the TPA for NCR, which may be updated from time to time, shall be subject to the determinations of the Committee, the Plan and this Agreement.

8. **Severability.** 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, it shall be severed and shall not affect any other part of this Agreement, which will be enforced as permitted by law. Provided, however, that to the extent such invalid provision can be rendered valid by modification, you agree that the court or tribunal shall so modify such provision so as to render it valid and enforceable to the fullest extent permitted by law.

9. **Amendment.** 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 or any delegate thereof, but no such amendment shall be made which would materially impair your rights hereunder without your consent, except such an amendment made to comply with applicable law, including Section 409A of the Code, stock exchange rules or accounting rules.

10. **Waiver.** You acknowledge that a waiver by NCR of breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach of this Agreement.

11. **Provisions Applicable to Participants in Jurisdictions outside the United States.** Notwithstanding any provision of this Agreement or the Plan to the contrary, if you are or become subject to the laws of a jurisdiction outside the United States, your Award shall be subject to any special terms and conditions set forth in any appendix to this Agreement for your country (the "Appendix"). In addition, your Award shall be subject to the laws and requirements of such jurisdiction outside the United States and the terms and conditions of this Agreement are deemed modified to the extent NCR determines necessary or advisable for legal or administrative reasons. Moreover, if you relocate to one of the countries included in the Appendix, the special terms and conditions for such country will apply to you, to the extent NCR determines that the application of such terms is necessary or advisable for legal or administrative reasons. Finally, the Committee may take any other action, including amending this Agreement, before or after an Award is made, that it deems necessary or advisable to obtain approval or comply with any necessary local governmental regulatory requirements or exemptions to the extent such amendment is permissible under the Plan with or without your prior written consent.

12. **Conflicting Terms.** 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 the law governing this Agreement and any claims arising under or relating to it, Section 11 of this Agreement shall prevail.

13. **Code of Conduct Certification; Compliance with Insider Trading Laws and NCR Insider Trading Policy.** Notwithstanding any other provision of this Agreement, this Award of Stock Units and your right to receive payment of any Stock Units that become Vested hereunder are subject to and expressly conditioned upon your timely annual certification to NCR's Code of Conduct, and in the event of your failure to timely provide any such certification as may be required prior to the date that Stock Units would otherwise be paid under this Agreement, those Stock Units shall be forfeited; provided that no such forfeiture shall occur unless you are provided written notice (which notice may be provided by email) of the impending forfeiture, and you do not provide your certification to NCR's Code of Conduct within thirty days following such notice.

With respect to any shares of Common Stock distributed to you hereunder, you understand and agree that if at any time following such distribution you are in possession or have knowledge of material non-public information relating to NCR, in accordance with law you may not trade in NCR securities until the information becomes public, except as may be the case pursuant to a 10b5-1 trading plan properly executed by you and NCR when you were not in possession or did not have knowledge of material non-public information relating to NCR (to the extent such a trading plan is required or permitted by NCR's Insider Trading Policy). You should consult an attorney if you have questions concerning such matters.

14. **No Employment Modification.** The Plan and this Agreement do not constitute a contract of employment or impose on you, the Company or your Employer any obligation to retain you as an employee, to change the status of your employment, or to change the Company's policies or those of its Subsidiaries regarding termination of employment. For U.S. employees, employment with the Company and the Employer is at will, which means that you or the Company or your Employer may terminate the employment relationship at any time, with or without cause.

15. **Execution and Validity of Agreement.** This Agreement shall be valid, binding and effective upon the Company on the Grant Date. However, the grant contained in this Agreement shall be forfeited by you and this Agreement shall have no force and effect if it is not duly executed by electronic acceptance on the website of the TPA at www.netbenefits.fidelity.com (on which this Agreement is posted) in the form prescribed by the Company within ninety (90) days following the Grant Date (or by such other date as may be required by the Chief Human Resources Officer).

SCHEDULE A
NCR 2018 COMPETING ORGANIZATION LIST

For purposes of non-competition provisions in NCR plans or agreements that refer to “Competing Organizations,” the companies identified in the list below, including the subsidiaries and affiliates of each, constitute the current list of “Competing Organizations”. Please note that non-competition provisions in NCR plans or agreements are not limited to the identified Competing Organizations, that other companies may qualify as competitors under such provisions, and that NCR employees may be restricted from accepting employment or other work from such other companies, subject to the terms of the relevant NCR plan or agreement. This list shall remain in effect until an updated list is approved/posted.

ACI Worldwide	GK Software	PAR Technology
Acuative	Global Payments	PCMS
Agilysys	Glory	Pinnacle Corp
Alkami	GLS (Global Linking Solutions)	Posiflex
Allure Global Solutions	GRG Banking Equipment	Presidio
Altametrics	GRG International	Q2
Appetize	Hemmersbach	QSR Automations
Aptos	Hisense Intelligent Commercial System	Red Prairie Holding (JDA & Escalate)
Arinc	Hitachi	Retail Pro International
AWA Technology Services	Hitachi-Omron Terminal Solutions	Revel Systems
Bematech (TOTVS SA)	HotSchedules Inc.	RTC Quaterion Group
Black Box	HP Inc.	Salesforce
Burroughs, Inc.	IBM Corp	ShopKeep
Bypass Mobile LLC	IER	SICOM
Cennox Group	Infor	SITA
Crunchtime	Ipsoft	Sonda
Cummins Allison	ITAB Group	Spartan Computer Services
Curvature	Itasca Retail Information Systems	Square
Cuscap	Jack Henry & Assoc.	Symphony EYC
Daisy	Kony Inc.	Tech Mahindra
Datalogic SpA	Korala Associates Ltd.	TEKsystems
Dell, Inc.	Lavu Inc.	TIBCO Loyalty Lab
Diebold Nixdorf	LOC Software	Tillster
Digital Hands	Logicalis	Toast, Inc.
Dimension Data	Magstar	Toshiba TEC
ECR Software Corporation	Malauzai Software Inc	Unisys
Elo	Manhattan Associates	Upserve (Breadcrumb)
EOS IT Solutions	Mi9 Retail	Vista Retail Support
Epicor	Micros – See Oracle	Vsoft Corporation
eRestaurant Systems	Mobile Travel Technologies	Wand
FIS	Nautilus Hyosung	Wayne Fueling Systems
Fiserv	NSC Group	Wescom Resources Group
Fourth Ltd.	OBS (Orange Business Services)	Westcon Group
Fujitsu	Office Depot (Compucom)	Xpient
FuturePOS	OKI Electric Industry Co. Ltd.	ZebraTechnologies Corp
GBM (Gulf Business Machines)	Onepath	Zonal Retail Data
Getronics	Open Table	
Gilbarco Veeder-Root	Oracle	

APPENDIX A

PROVISIONS FOR NON-U.S. PARTICIPANTS

2018 Performance-Vesting Restricted Stock Unit Award Agreement NCR Corporation 2017 Stock Incentive Plan

The following terms and conditions apply to Participants who reside outside the United States or who are otherwise subject to the laws of a country other than the United States. In general, the terms and conditions in this Appendix A supplement the provisions of the Agreement, unless otherwise indicated herein.

1. **Nature of Grant.** In accepting the grant, you acknowledge, understand and agree that:

(a) the Stock Units and the shares of Common Stock subject to the Stock Units are not intended to replace any pension rights or compensation;

(b) the Stock Units and the shares of Common Stock subject to the Stock Units and the income and value of same, are not part of normal or expected compensation for any purpose;

(c) the future value of the underlying shares of Common Stock is unknown, indeterminable and cannot be predicted with certainty;

(d) no claim or entitlement to compensation or damages shall arise from forfeiture of the Stock Units resulting from your Termination of Employment (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where you are employed or the terms of your employment agreement, if any), and in consideration of the grant of Stock Units to which you are otherwise not entitled, you irrevocably agree never to institute any claim against NCR, any of its Subsidiaries or Affiliates or the Employer, waive your ability, if any, to bring any such claim, and release NCR, its Subsidiaries and Affiliates, and the Employer from any such claim; if, notwithstanding the foregoing, any such claim is allowed by a court of competent jurisdiction, then, by participating in the Plan, you shall be deemed irrevocably to have agreed not to pursue such claim and agree to execute any and all documents necessary to request dismissal or withdrawal of such claim;

(e) for purposes of the Stock Units, your employment or service relationship will be considered terminated as of the date you are no longer actively providing services to NCR or the Employer (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where you are employed or the terms of your employment agreement, if any) and unless otherwise expressly provided in this Agreement or determined by NCR, your right to vest in the Stock Units under the Plan, if any, will terminate as of such date and will not be extended by any notice period (for example, your period of service would not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where you are employed or the terms of your employment agreement, if any); the Committee shall have the exclusive discretion to determine when you are no longer actively providing services for purposes of your

Award (including whether you may still be considered to be providing services while on a leave of absence);

(f) unless otherwise provided in the Plan or by the Company in its discretion, the Award and the benefits evidenced by this Agreement do not create any entitlement to have the Award or any such benefits transferred to, or assumed by, another company nor to be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the shares of the Company; and

(g) neither NCR, the Employer nor any Subsidiary or Affiliate shall be liable for any foreign exchange rate fluctuation between your local currency and the United States Dollar that may affect the value of the Stock Units or of any amounts due to you pursuant to the settlement of the Stock Units or the subsequent sale of any shares of Common Stock acquired upon settlement.

2. **Language.** If you have received this Agreement or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control. You acknowledge that it is your express wish that this Agreement, as well as all documents, notices, and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English. By accepting the Stock Units, you confirm having read and understood the Plan and this Agreement, including all terms and conditions included therein, which were provided in the English language. You accept the terms of those documents accordingly.

3. **Conditions for Issuance.** Notwithstanding any other provision of the Plan or this Agreement, unless there is an available exemption from any registration, qualification or other legal requirement applicable to the shares of Common Stock, the Company shall not be required to deliver any shares issuable upon settlement of the Stock Units prior to the completion of any registration or qualification of the shares under any local, state, federal or foreign securities or exchange control law or under rulings or regulations of the U.S. Securities and Exchange Commission ("SEC") or of any other governmental regulatory body, or prior to obtaining any approval or other clearance from any local, state, federal or foreign governmental agency, which registration, qualification or approval the Company shall, in its absolute discretion, deem necessary or advisable. You understand that the Company is under no obligation to register or qualify the shares with the SEC or any state or foreign securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the shares. The grant of Stock Units is not intended to be a public offering of securities in your country, and the Company has not submitted any registration statement, prospectus or other filings with the local securities authorities in connection with this grant, and the grant of the Stock Units is not subject to the supervision of the local securities authorities.

4. **Repatriation and Other Non-U.S. Compliance Requirements.** As a condition of the grant of your Stock Units, you agree to repatriate all payments attributable to the shares of NCR Common Stock and/or cash acquired under the Plan (including, but not limited to, dividends and dividend equivalents) in accordance with local foreign exchange rules and regulations in your country of residence (and your country of employment, if different). In

addition, you also agree to take any and all actions, and consent to any and all actions taken by the Company, its Subsidiaries and Affiliates, as may be required to allow the Company, its Subsidiaries and Affiliates to comply with local laws, rules and regulations in your country of residence (and your country of employment, if different). Finally, you agree to take any and all actions as may be required to comply with your personal legal and tax obligations under local tax, exchange control, insider trading and other laws, rules and regulations in your country of residence (and your country of employment, if different) with respect to the Stock Units and the NCR Common Stock issued with respect thereto.

5. Insider Trading Restrictions/Market Abuse Laws. You acknowledge that, depending on your country of residence, you may be subject to insider trading restrictions and/or market abuse laws, which may affect your ability to acquire or sell shares of Common Stock or rights to such shares (e.g., Stock Units) under the Plan during such times as you are considered to have “inside information” regarding the Company (as defined by the laws in your country). Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable insider trading policy of the Company. You acknowledge that it is your responsibility to comply with any applicable restrictions, and you are advised to speak to your personal advisor on this matter.

APPENDIX B
COUNTRY-SPECIFIC PROVISIONS FOR NON-U.S. PARTICIPANTS

2018 Performance-Vesting Restricted Stock Unit Award Agreement
NCR Corporation 2017 Stock Incentive Plan

This Appendix B includes special terms and conditions applicable to you if you reside in the countries below. These terms and conditions are in addition to or, if so indicated, in place of, those set forth in the Agreement. Capitalized terms used but not defined in this Appendix have the meanings assigned to them in the Plan, or the Agreement, as applicable.

This Appendix B also includes information relating to exchange control and other issues of which you should be aware with respect to your participation in the Plan. The information is based on the exchange control, securities and other laws in effect in the respective countries as of the Grant Date. Such laws are often complex and change frequently. As a result, NCR strongly recommends that you do not rely on the information herein as the only source of information relating to the consequences of participation in the Plan because the information may be out of date at the time the Stock Units are Vested or shares of Common Stock acquired under the Plan are sold.

In addition, the information is general in nature and may not apply to your particular situation and NCR is not in a position to assure you of any particular result. Accordingly, you are advised to seek appropriate professional advice as to how the relevant laws in your country may apply to your situation. Finally, if you are a citizen or resident of a country other than the one in which you are currently working, are considered a citizen or resident of another country for local law purposes, or transfer employment or residency to another country after the Grant Date, the notifications contained herein may not be applicable to you. In addition, NCR shall, in its discretion, determine to what extent the terms and conditions contained herein shall be applicable to you.

CHINA

Settlement of Stock Units. This provision supplements Section 3 of the Agreement:

To facilitate compliance with exchange control laws and regulations in the People's Republic of China ("China"), you agree to the sale of any shares of Common Stock to be issued upon vesting and settlement of the Stock Units. The sale will occur (i) immediately upon vesting and settlement of the Stock Units, (ii) following your Termination of Employment, or (iii) within any other time frame as the Company determines to be necessary to facilitate compliance with local regulatory requirements. You further agree that the Company is authorized to instruct its designated broker to assist with the mandatory sale of such shares (on your behalf pursuant to this authorization) and you expressly authorize the Company's designated broker to complete the sale of such shares. You agree to sign any agreements, forms and/or consents that may be reasonably requested by NCR (or the broker) to effectuate the sale of the shares of Common Stock and shall otherwise cooperate with NCR with respect to such matters. You acknowledge that neither NCR nor the broker is under any obligation to arrange for the sale of the shares of Common Stock at any particular price and that broker's fees and similar expenses may be incurred in any such sale. In

any event, when the shares of Common Stock are sold, the proceeds of the sale of such shares, less any Tax-Related Items and the broker's fees, commissions or similar expenses, will be remitted to you in accordance with applicable exchange control laws and regulations.

Exchange Control Restrictions. You understand and agree that, if you are subject to exchange control laws in China, you will be required to immediately repatriate to China the proceeds from the sale of any shares of Common Stock acquired under the Plan. You further understand that such repatriation of the proceeds may need to be effected through a special exchange control account established by NCR or a Subsidiary or Affiliate, and you hereby consent and agree that the proceeds from the sale of shares of Common Stock acquired under the Plan may be transferred to such account by NCR (or the broker) on your behalf prior to being delivered to you. You also agree to sign any agreements, forms and/or consents that may be reasonably requested by NCR (or the broker) to effectuate such transfers.

The proceeds may be paid to you in U.S. dollars or local currency at NCR's discretion. If the proceeds are paid to you in U.S. dollars, you understand that you will be required to set up a U.S. dollar bank account in China so that the proceeds may be deposited into this account. If the proceeds are paid to you in local currency, (i) you acknowledge that NCR is under no obligation to secure any particular exchange conversion rate and that NCR may face delays in converting the proceeds to local currency due to exchange control restrictions, and (ii) you agree to bear any currency fluctuation risk between the time the shares of Common Stock are sold and the time the proceeds are converted to local currency and distributed to you.

Finally, you agree to comply with any other requirements that may be imposed by NCR in the future in order to facilitate compliance with exchange control requirements in China.

ISRAEL

Trust Arrangement. You understand and agree that this Award is offered subject to and in accordance with the terms of the Plan and its Israeli Appendix. Upon vesting, the shares of Common Stock shall be controlled by the Company's trustee appointed by the Company or its Subsidiary or Affiliate in Israel (the "Trustee") for your benefit for at least such period of time as required by Section 102 or any shorter period determined under the Israeli Income Tax Ordinance (New Version), 5721-1961 as now in effect or as hereafter amended (the "Ordinance") (with respect to the "capital gain route") or by the Israeli Tax Authority (the "Lock-Up Period"). You shall be able to request the sale of the shares or the release of the shares from the Trustee, subject to the terms of the Plan, this Agreement and any applicable Israeli tax law. Without derogating from the aforementioned, if the shares are released by the Trustee during the Lock-Up Period, the sanctions under Section 102 of the Ordinance shall apply to and be borne by you. The shares shall not be sold or released from the control of the Trustee unless the Company, the Subsidiary or Affiliate and the Trustee are satisfied that the full amount of Tax-Related Items due have been paid or will be paid in relation thereto. Notwithstanding any provision of this Agreement or the Plan to the contrary except the provisions in Section 2 of this Agreement relating to a Good Reason Termination (as defined in Section 2) or your Retirement (in each case, to the extent specifically applicable to you), in

the event of your resignation from service with NCR or the Employer due to any reason, including worsening of employment conditions, or any other reason relating to conditions of employment, all unvested Stock Units will automatically terminate and be forfeited and no shares or cash will be issued or paid to you (as the case may be).

**2018 Performance-Based Restricted Stock Unit Award Agreement
NCR Corporation 2017 Stock Incentive Plan**

You have been awarded a number of performance-based restricted stock units (the “Stock Units”) under the NCR Corporation 2017 Stock Incentive Plan, as amended from time to time (the “Plan”), which number is described on the performance-based restricted stock unit information page on the website (www.netbenefits.fidelity.com) of the third-party Plan administrator (the “TPA”) for NCR Corporation (referred to herein as “NCR” or the “Company”), effective as of the date of grant of this award (the “Grant Date”), subject to the terms and conditions of this 2018 Performance-Based Restricted Stock Unit Award Agreement (this “Agreement”), including the non-competition, non-solicitation and non-recruit/hire post-employment restrictive covenants set forth in Section 10, and the Plan. Capitalized terms used but not defined herein are defined in the Plan.

1. **Grant of Stock Units.** Subject to potential adjustment as set forth in Section 2 and further subject to the other terms and conditions of this Agreement, the Stock Units will become vested and nonforfeitable to the extent provided and on the date(s) described in Section 2 hereof (each a “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 by the Committee) for the period from January 1, 2018 through December 31, 2020 (the “Performance Period”), and (ii) you are continuously employed by NCR or a Subsidiary or Affiliate of NCR (each, an “Employer”) through and until the applicable Vesting Date. In all cases, the Committee shall certify whether NCR has achieved the predetermined level of Return on Capital, and certain other discretionary performance vesting measures (as outlined in Section 2 below), within ninety (90) days following the end of the Performance Period. The Stock Units are referred to in this Agreement as “Vested” at the time they become vested and non-forfeitable pursuant to this Section or Section 2 or Section 4 below.

2. **Performance Vesting.** The number of Stock Units awarded to you (the “Target Award Number”) may be adjusted upward or downward depending on whether NCR’s Non-GAAP Diluted Earnings Per Share (independently weighted 60%) and Software-Related Margin Dollars (independently weighted 40%) for all or a portion of the Performance Period (“NCR Performance”) is greater or less than the targets for these performance measures (the “Performance Targets”) during each of the three (3) calendar years that make up the Performance Period (respectively, “Year One,” “Year Two,” and “Year Three”) as specified below. You may receive from 0% up to 200% of the Target Award Number based on NCR Performance. The number of Stock Units that you will receive under this Agreement, after giving effect to such adjustment, is referred to as the “Final Award Number.” In addition, if the specified performance conditions for the Stock Units are satisfied to the extent provided in this Section 2, a preliminary award number of Stock Units referred to as the “Preliminary Award Number” may vest as provided herein.

The Final Award Number and the Preliminary Award Number represent rights to receive a number of Stock Units equal to the Final Award Number and/or the Preliminary Award Number (as applicable), subject to the vesting requirements and distribution provisions of this Agreement and the terms of the Plan. Subject to the terms of this Agreement, your Final Award Number and your

2018 Performance-Based Restricted Stock Unit Award Agreement

Preliminary Award Number shall be calculated, and your Vesting Date(s) shall be determined, as described in the following Performance Vesting Scenarios chart.

Performance Vesting Scenarios

and Determination of Preliminary Award Number and Final Award Number (if any)

Performance Vesting Scenarios			
Scenario	Year One NCR Performance Relative to Year One Target	Year Two & Year Three NCR Performance Relative to Year Two & Year Three Targets	Preliminary and Final Award Numbers & Vesting Dates
Scenario 1	Above Target	<p><u>Year Two:</u> At or Above Target,</p> <p>and</p> <p><u>Year Three:</u> At or Above Target</p>	<p><u>Preliminary Award Number:</u> 50% of Final Award Number earned after Year One NCR Performance as determined by the Committee.</p> <p><u>Accelerated Vesting Date for Preliminary Award:</u> Thirty (30) months after the Grant Date.</p> <p><u>Final Award Number:</u> (a) Target Award Number multiplied by a percentage from above 100% to 200%, where above 100% applies where Year One NCR Performance is above the Performance Target, 200% applies where Year One NCR Performance is at or above Maximum, and all other percentages from above 100% to 200% are determined through interpolation of NCR Performance between above Performance Target and Maximum, minus (b) the Preliminary Award Number.</p> <p><u>Final Award Vesting Date:</u> Forty-two (42) months after the Grant Date.</p>

Performance Vesting Scenarios

2018 Performance-Based Restricted Stock Unit Award Agreement

Scenario	Year One NCR Performance Relative to Year One Target	Year Two & Year Three NCR Performance Relative to Year Two & Year Three Targets	Preliminary and Final Award Numbers & Vesting Dates
Scenario 2	Above Target	Year Two: At or Above Target, <u>and</u> Year Three: Below Target	<u>Preliminary Award Number:</u> 50% of Final Award Number earned after Year One NCR Performance as determined by the Committee. <u>Accelerated Vesting Date for Preliminary Award:</u> thirty (30) months after the Grant Date. <u>Final Award Number:</u> (i) Target Award Number multiplied by a percentage from above 100% to 200%, where above 100% applies where Year One NCR Performance is above the Performance Target, 200% applies where Year One NCR Performance is at or above Maximum, and all other percentages from above 100% to 200% are determined through interpolation of NCR Performance between above Performance Target and Maximum, reduced by (ii) Preliminary Award Number <u>Final Award Vesting Date:</u> Forty-two (42) months after the Grant Date.
Scenario 3	Above Target	Year Two: Below Target, <u>and</u> Year Three: At, Above, or Below Target	<u>Preliminary Award Number:</u> None / Zero shares. <u>Final Award Number:</u> 100% of Target Award Number. <u>Final Award Vesting Date:</u> Forty-two (42) months after the Grant Date.
Scenario 4	At or Below Target, <u>and</u> At or Above Threshold	Not Applicable	<u>Preliminary Award Number:</u> None / Zero shares. <u>Final Award Number:</u> Target Award Number multiplied by a percentage from 40% to 100%, where 40% applies where Year One NCR Performance equals Threshold, 100% applies where Year One NCR Performance equals Performance Target, and all other percentages from 40% to 100% are determined through interpolation of the Year One NCR Performance between Threshold and Performance Target. <u>Final Award Vesting Date:</u> Forty-two (42) months after the Grant Date.
Performance Vesting Scenarios			
Scenario	Year One NCR Performance Relative to Year One Target	Year Two & Year Three NCR Performance Relative to Year Two & Year Three Targets	Preliminary and Final Award Numbers & Vesting Dates
Scenario 5	Below Threshold	Not Applicable	Preliminary Award: None / Zero shares. Final Award Number: None / Zero shares - 100% of Stock Units terminate and are forfeited.

2018 Performance-Based Restricted Stock Unit Award Agreement

Notwithstanding the foregoing, the Committee reserves the right to reduce the Final Award Number based on the achievement of Non-GAAP Diluted Earnings Per Share and Software-Related Margin Dollars during the Performance Period, and as a result, may reduce the number of Stock Units that will vest based on such achievement and such other factors as the Committee in its sole and absolute discretion determines to be appropriate and/or advisable.

For purposes of this Agreement, Non-GAAP Diluted Earnings Per Share, Software-Related Margin Dollars and Return on Capital shall have the meanings approved by the Committee. “Threshold,” “Target” and “Maximum” shall mean the respective levels of performance determined by the Committee, which levels will be summarized on the applicable performance-based restricted stock unit information page on the website of the TPA for NCR (and updated from time to time). All information summarized or otherwise shown on the website of the TPA shall be subject to the determinations of the Committee, the Plan and this Agreement.

3. Settlement of Stock Units. Except as may be otherwise provided in Section 4 or 5 below, or Section 14.12 of the Plan or pursuant to an election under Section 14.11 of the Plan, Vested Stock Units will be paid to you as soon as reasonably practicable after the earliest of: (a) the applicable Vesting Date, (b) your Termination of Employment if such Termination of Employment results in vesting pursuant to Section 4 below, including but not limited to a Termination of Employment in connection with a Change in Control, or (c) the Change in Control date if vesting occurs in connection with a Change in Control without a Termination of Employment as determined under Section 4 below. In all events, the settlement date shall be no later than March 15 of the year following the year in which the earliest of such events occurs; except that, notwithstanding any other provision hereof, the settlement date in the event of vesting in connection with a Change in Control as described in Section 4(i) or 4(ii) shall be no later than 30 days after the Termination of Employment date or the Change in Control date, as applicable. Such Vested Stock Units will be paid to you in shares of Common Stock (such that one Stock Unit equals one share of Common Stock) or, in NCR’s sole discretion in an amount of cash equal to the Fair Market Value of such number of shares of Common Stock on date that immediately precedes the Vesting Date (or such earlier date upon which the Stock Units have become Vested pursuant to Section 4 of this Agreement), or a combination thereof (the date of such payment shall be referred to herein as the “Settlement Date”).

4. Certain Events Resulting in Accelerated Vesting Date. The Plan provides for what happens in connection with certain events resulting in accelerated vesting of the Award. The following charts describe the more common events. Except as otherwise provided below, in the event of your Termination of Employment prior to the Vesting Date for any reason, all unvested Stock Units will automatically terminate and be forfeited and no shares or cash will be issued or paid (as the case may be). For purposes of the chart below, the “Pro-Rata Fraction” means a fraction, the numerator of which is the number of days that you completed as an employee of the Employer during the period beginning on the Grant Date and ending on the date that is forty-two (42) months after the Grant Date, and the denominator of which is the number of days during the period beginning on the Grant Date and ending on the date that is forty-two (42) months after the Grant Date.

Termination Provisions

2018 Performance-Based Restricted Stock Unit Award Agreement

Termination Event	Treatment of Stock Units
Death or Disability	Prorated Vesting—Except as otherwise determined by the Committee in its sole discretion, a pro-rata portion of the unvested Stock Units will become Vested pursuant to this Section 4, effective as of the termination date, based on the greater of: (a) Target performance, or (b) actual or projected actual level of Company performance with respect to the applicable performance measures as determined by the Committee in its sole discretion, and will be determined by (i) calculating the total number of shares that you would have received (as determined under Section 2) as if your NCR employment had not terminated prior to the last Vesting Date for Stock Units awarded under this Agreement, and (ii) multiplying that number by the Pro-Rata Fraction, and (iii) subtracting from the resulting amount the number of Stock Units that previously vested under this Agreement (if any). Any portion of the unvested Stock Units that do not vest in accordance with the foregoing will terminate and be forfeited.
Involuntary Termination (other than for Cause) or Retirement	<p>Prorated Vesting—A pro-rata portion of the unvested Stock Units will become Vested effective on the Vesting Date for your Award determined under Section 2, and will be determined by: (A) calculating the total number of shares that you would have received (as determined under Section 2) as if your NCR employment had not terminated prior to the last Vesting Date for Stock Units awarded under this Agreement, and (B) multiplying that number by the Pro-Rata Fraction, and (C) subtracting from the resulting amount the number of Stock Units that previously vested under this Agreement (if any).</p> <p>Any portion of the unvested Stock Units that do not vest in accordance with the foregoing will terminate and be forfeited.</p>
Voluntary Resignation	Forfeited—Unvested Stock Units will be forfeited.
Termination for Cause	Forfeited—Unvested Stock Units will be forfeited.

For purposes of this Agreement, “Disability” means Termination of Employment 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, its Subsidiaries or Affiliates. “Retirement” means your Termination of Employment when you are age 62 or older with at least 10 years of continuous service with the Company and its Subsidiaries and Affiliates for the period ending on the date of your Termination of Employment (but excluding service with any entity whose stock or assets were acquired by the Company for the period prior to such acquisition). “Involuntary Termination” means Termination of Employment by the Company or the Employer for any reason other than for Cause (as defined in the Plan and, for the avoidance of doubt, not including any termination due to your Disability), excluding termination by the Company or the Employer during the 24 months following a Change in Control.

Change in Control Provisions

2018 Performance-Based Restricted Stock Unit Award Agreement

Change in Control Event	Treatment of Stock Units
Change in Control occurring prior to the end of Year One	The Target Award Number of Stock Units shall become Vested thirty (30) months after the Grant Date (without regard to performance and with no proration), subject to your continued employment through and until the Vesting Date (and subject to the special vesting rules immediately below).
Change in Control occurring on or after the end of Year One but before the end of the Performance Period	The Stock Units shall become Vested on the later of: (a) thirty (30) months after the Grant Date, or (b) the Change in Control date; in each case with no proration, and subject to the special vesting rules immediately below) based on NCR Performance for Year One (as if NCR Performance for Years Two and Three are greater than NCR Performance for Year One) as determined under Scenario 1 of Section 2.
Change in Control Event	Treatment of Stock Units
Change in Control occurring on or after the end of the Performance Period but prior to Vesting Date	The Stock Units shall Vest forty-two (42) months after the Grant Date (with no proration, and subject to the special vesting rules immediately below) as determined under Section 2.

Notwithstanding any other provision of this Agreement to the contrary other than Sections 6, 10, 13 and 24:

(i) where the Stock Units are assumed, converted or replaced by the continuing entity or successor, if, during the twenty four (24) months following the Change in Control, you incur a Termination of Employment by NCR, the Employer or the continuing entity or successor other than for Cause (as defined in the NCR Change in Control Severance Plan, to the extent you are a Participant in the NCR Change in Control Severance Plan at the time of such Termination of Employment; otherwise, as defined in the Plan and, for the avoidance of doubt, not including any termination due to your Disability) or, if you are a Participant in the NCR Change in Control Severance Plan, an NCR policy or a similar arrangement or individual agreement 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 shall become Vested immediately upon your Termination of Employment in the amounts determined as set forth in the chart above; and

(ii) in the event a Change in Control occurs prior to the applicable Vesting Date and the Stock Units are not assumed, converted or replaced by the continuing entity or successor, the Stock Units shall become Vested immediately prior to the Change in Control in the amounts determined as set forth in the chart above.

5. **Compliance with Section 409A of the Code.** The intent of the parties is that payments under this Agreement comply with Section 409A of the Code or are exempt there from, and this Agreement shall be interpreted, administered and governed in accordance with such intent.

6. **Confidentiality.** You agree that the terms of this Agreement are to remain confidential and you will not disclose the terms of this Agreement to anyone other than your spouse, domestic partner, tax advisor, or attorney, or as required by law. You agree that you will require that persons to whom disclosure is made as permitted by this paragraph will keep any such

information confidential and will not disclose it to others. Notwithstanding this confidentiality provision, you may disclose to any prospective employer the fact that you are subject to obligations of non-disclosure, non-competition, non-solicitation, and non-recruit/hire and may provide those sections of this Agreement to such prospective employer. A disclosure by you of this Agreement required pursuant to any person, court or non-governmental proceeding will not constitute a breach of this Agreement if, to the extent permitted under the circumstances, you: (a) have first provided notice to NCR and its General Counsel, at law.notices@ncr.com, and provided an opportunity to NCR to protect such information by protective order or other means; and (b) you disclose only that portion of this Agreement that you are legally required to disclose. [FOR US EMPLOYEES ONLY:] However, upon request by a U.S. government agency, such as the Securities and Exchange Commission ("SEC") or the Department of Justice ("DOJ") in connection with a government investigation, you may provide a copy of this Agreement to the agency without first providing notice to NCR.

7. Adjustments Based on Certain Changes in the Common Stock. In the event of any stock split, reverse stock split, stock dividend, recapitalization or similar change affecting the Common Stock, the Award shall be equitably adjusted in accordance with Section 3.04 of the Plan.

8. Nontransferability. At all times before the Vesting Date, the Stock Units, to the extent not fully Vested, may not be sold, transferred, pledged, assigned or otherwise alienated, except by beneficiary designation, by will or by the laws of descent and distribution upon your death. As soon as practicable after the Vesting Date (or such other date as Stock Units become payable in accordance with Section 4), if Stock Units are to be paid in the form of shares of Common Stock, NCR will instruct its transfer agent and/or its TPA to record on your account the number of such shares underlying the number of Stock Units, and such shares will be freely transferable.

9. Dividends. Any cash dividends declared before the date the Stock Units become Vested on the shares underlying unvested Stock Units shall not be paid currently, but shall be converted into additional unvested Stock Units, and any cash dividends declared after the Stock Units become Vested but before the applicable Settlement Date on the shares underlying Vested Stock Units shall not be paid currently, but shall be converted into additional Vested Stock Units and settled pursuant to Section 3 at the same time as the underlying Vested 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 that apply to the underlying Stock Units that generated the Dividend Units. 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, 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.

10. Non-Competition, Non-Solicitation and Non-Recruit/Hire.

(a) Pursuant to your employment with NCR ("the Company"), you have or will have access to, and knowledge of, certain confidential information (including, without limitation, trade secrets and information about the Company's business, operations, customers, employees, and

2018 Performance-Based Restricted Stock Unit Award Agreement

industry relationships) not known to, or readily ascertainable by, the public or NCR's competitors and that gives the Company a competitive advantage ("**Confidential Information**"). You acknowledge that any unauthorized use (including use for your own benefit or to the benefit of others), transfer, or disclosure by you of NCR's Confidential Information can place NCR at a competitive disadvantage and cause damage, financial and otherwise, to its business. You further acknowledge that, because of the knowledge of and access to the Confidential Information of the Company that you have acquired or will have acquired during your employment, you will be in a position to compete unfairly with the Company following the termination of your employment.

(b) **Post-Employment Restrictive Covenants.** Therefore, for the purpose of protecting NCR's business interests, including the Confidential Information, goodwill and stable trained workforce of the Company, and in exchange for the benefits and consideration provided to you under this Agreement (including, without limitation, the potential future vesting of Stock Units), you agree that, for a 12-month period after the termination of your NCR employment (or if applicable law mandates a maximum time that is shorter than 12 months, then for a period of time equal to that shorter maximum period) (the "**Restricted Period**"), regardless of the reason for termination, you will not, without the prior written consent of the Chief Executive Officer of NCR:

(1). **Non-Recruit/Hire** - Directly or indirectly (including without limitation assisting third parties) recruit, hire or solicit, or attempt to recruit, hire or solicit any employee of NCR, induce or attempt to induce any employee of NCR to terminate his or her employment with NCR, or refer any such employee to anyone outside of the Company for the purpose of that NCR's employee's seeking, obtaining, or entering into an employment relationship or agreement to provide services;

(2). **Non-Solicitation** - Directly or indirectly (including without limitation assisting others), solicit or attempt to solicit the business of any NCR customers or prospective customers with which you had Material Contact (as defined in Section 10(c)(i) below) during the last 2 years of your NCR employment for purposes of providing products or services that are competitive with those provided by NCR;

(3). **Non-Competition** - Perform services, directly or indirectly, in any capacity (including, without limitation, as an employee, consultant, contractor, owner or member of a board of directors):

- (i) Of the type conducted, authorized, offered, or provided by you on behalf of NCR during the 2 years prior to termination of your NCR employment;
- (ii) In connection with Competing Products/Services (as defined in Section 10(c)(ii)) that are similar to or serve substantially the same functions as those with respect to which you worked during the 2 years prior to termination of your NCR employment or about which you obtained trade secret or other Confidential Information;
- (iii) Within the geographic territories (including countries and regions, if applicable, or types, classes or tiers of customers if no geographic territory was assigned to you) w

2018 Performance-Based Restricted Stock Unit Award Agreement

here or for which you performed, were assigned, or had responsibilities for such services during the 2 years preceding your termination; and

(iv) On behalf of a Competing Organization (as defined in Section 10(c)(iii)).

(c) For purposes of Section 10 of this Agreement, the following definitions shall apply:

(i) “**Material Contact**” means the contact between you and each customer or prospective customer (a) with which you dealt on behalf of NCR, (b) whose dealings with NCR were coordinated or supervised by you, (c) about whom you obtained confidential information in the ordinary course of business as a result of your association with NCR, or (d) who receives products or services authorized by NCR, the sale or provision of which results, resulted or, with regard to prospective customers, would have resulted in compensation, commissions, or earnings for you within the 2 years prior to the date of your termination;

(ii) “**Competing Products/Services**” are any products, services, solutions, platforms, or activities that compete, directly or indirectly, in whole or in part, with one or more of the products, services or activities produced, provided or engaged in by NCR (including, without limitation, products, services or activities in the planning or development stage during your NCR employment) at the time of your separation from NCR and during the 2 years prior to termination of your NCR employment;

(iii) A “**Competing Organization**” is any person, business or organization that sells, researches, develops, manufactures, markets, consults with respect to, distributes and/or provides referrals with regard to one or more Competing Products/Services;

(iv) The NCR “**Competing Organization List**,” which the Company updates from time to time, provides examples of companies that, as of the date of the List’s publication, meet the definition of Competing Organization under Section 10(c)(iii) above. However, the Competing Organization List is not comprehensive and, in the event of a conflict between Section 10(c)(iii) and the Competing Organization List, Section 10(c)(iii) controls. The most recent version of the Competing Organization List in effect at the time of the termination of your NCR employment, which is available on the NCR HR intranet, or from the NCR Law Department or HR upon request, is the version to consult for relevant examples of Competing Organizations for purposes of this Agreement. As of the Grant Date, the companies listed on Schedule A to this Agreement (and the subsidiaries of each) constitute the Company’s Competing Organization List for 2018.

(v) All references to “**NCR employment**” in this Section 10 refer to your employment by NCR (or, if different, to an affiliate or subsidiary of NCR) and shall also be deemed to include your employment, if any, by any company the stock or substantially all the assets of which NCR has acquired. As a non-limiting example, a reference to the “2 years prior to the termination of your NCR employment” may include both time as an NCR employee and time as a Retalix Ltd or Digital Insight employment.

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(d) **Consideration.** You acknowledge that (a) you would not have received the benefits and consideration provided under this Agreement, including the potential future vesting of equity awards, but for your consent to abide by the Post-Employment Restricted Covenants contained in Section 10(b); (b) you must abide Section 10(b) regardless of whether any stock units or other equity has vested or been distributed as of the time of any violation of its terms; and (c) your agreement to Section 10(b) is a material component of the consideration for this Agreement.

(e) **Remedies.** You agree that, if you breach any of the provisions of this Agreement: (i) NCR shall be entitled to all of its remedies at law or in equity, including but not limited to money damages and injunctive relief; (ii) in the event of such breach, in addition to NCR's other remedies, any unvested Stock Units will be immediately forfeited and deemed canceled, and you agree to pay immediately to NCR the Fair Market Value of any Stock Units that vested during the 18 months prior to the date of your termination of employment (or if applicable law mandates a maximum time that is shorter than 18 months, then for a period of time equal to the shorter maximum period), without regard to whether you continue to own the shares associated with such Stock Units; and (iii) NCR shall also be entitled to an accounting and repayment from you of all profits, compensation, commissions, remuneration or benefits that you (and/or the applicable Competing Organization) directly or indirectly have realized or may realize as a result of or in connection with any breach of these covenants, and such remedy shall be in addition to and not in limitation of any injunctive relief or other rights or remedies to which NCR may be entitled at law or in equity. For U.S. employees, pursuant to the Defense of Trade Secrets Act, NCR may also recover punitive damages and attorneys' fees, and may also seek and be awarded ex parte seizure of property necessary to prevent the unauthorized use, transfer and disclosure of trade secrets.

(f) **Subsequent Employment.** You agree that, while employed by NCR and for 1 year thereafter, you will communicate the contents of this Agreement to any person, firm, association, partnership, corporation or other entity which you intend to become employed by, contract for, associated with or represent, prior to accepting and engaging in such employment, contract, association and/or representation.

(g) **Tolling.** [FOR US EMPLOYEES ONLY:] You agree that the Restricted Period shall be tolled and suspended during and for the pendency of any violation of its terms and for the pendency of any legal proceedings to enforce any of the covenants set forth in this Section 10 and that all time that is part of or subject to such tolling and suspension shall not be counted toward the 12-month duration of the Restricted Period.

(h) **Reasonable and Necessary.** You agree that the Post-Employment Restrictive Covenants set forth in Section 10(b) are reasonable and necessary for the protection of NCR's legitimate business interests, that they do not impose a greater restraint than is necessary to protect the goodwill or other business interests of NCR, that they contain reasonable limitations as to time and scope of activity to be restrained, that they do not unduly restrict your ability to earn a living, and that they are not unduly burdensome to you.

(i) **Severability.** Each clause of this Agreement and Section constitutes an entirely separate and independent restriction and the duration, extent and application of each of the restrictions are no greater than is necessary for the protection of NCR's interests. If any part or

clause of this Section 10 is held unenforceable, it shall be severed and shall not affect any other part of Section 10 and this Agreement.

(j) **Amendment for California Employees Only.** Section 10(b)'s Non-Competition, Non-Solicitation, and Non-Recruit/Hire restrictions do not apply to you if, following the termination of your NCR employment, you continue to reside or work in California. Notwithstanding the foregoing, you are and shall continue to be prohibited from any unauthorized use, transfer, or disclosure of the Company's Confidential Information, including trade secrets, pursuant to the California Trade Secrets Act, the U.S. Defend Trade Secrets Act of 2016, your confidentiality and non-disclosure agreements with NCR, and any other applicable federal, state and common law protections afforded proprietary business and trade secret information.

(k) **Non-U.S. Country-Specific Amendments.** The restrictions contained in Section 10(b)(2) and/or (3) do not apply to you if, following the termination of your NCR employment, you continue to reside or work in a country that mandates, as a non-waiveable condition, continued pay during the Restricted Period, unless NCR advises you it will tender such pay, which shall be in the minimum amount required by local law. Section 10(b)(2) and/or (3) do not apply to you if you are terminated without cause (as this term or concept is defined by applicable law) and you reside in a country that requires termination for cause in order to enforce post-employment non-competition and/or non-solicitation restrictions. [FOR EMPLOYEES IN ARGENTINA, BELGIUM, CHINA, CZECH REPUBLIC, ISRAEL, SERBIA ONLY:] The restrictions set forth in Section 10(b)(2) and/or (3), as the case may be, shall have the additional consideration of a monthly payment from NCR during the term of the Agreement in such amount as is minimally required by law ("**Non-Competition Compensation**"); however, NCR may at any time, and in its sole discretion, waive the obligations and duties set forth in Section 10(b)(2) and/or (3), which shall release NCR from the obligation of making Non-Competition Compensation payments. Subject to the foregoing and local law, Non-Competition Compensation, if calculated based on monthly salary, will exclude any bonus, commissions, ex gratia payments, payments under any share option or incentive plan, benefits, "thirteenth-month" salary, or any payment in respect of any vacation entitlement accrued or that would have accrued during the period of the Agreement, and the payment of Non-Competition Compensation shall be made in monthly installments starting 1-month after the start of the Restricted Period (or, if applicable law mandates a maximum time that is shorter than 1 month, then for a period of time equal to that shorter maximum period) ("**Payment Period**"). If NCR does not commence the Non-Competition Compensation payments within the Payment Period, this shall affect a mutual release of Section 10(b)(2) and (3) obligations and no separate waiver need be provided by NCR. In such circumstances, you will not be subject to any ongoing non-competition or non-solicitation obligations, nor will NCR have any obligation to pay the Non-Competition Compensation; however, this release does not extend to the obligations under Section 10(b)(1), which will continue to apply. [FOR EMPLOYEES IN DENMARK, FRANCE, GERMANY ONLY:] Section 10(b)(2) and (3) of this Section do not apply to you if, following the termination of your NCR employment, you continue to reside or work in Denmark, France, or Germany; however, Section 10(b)(1) shall continue to apply. [FOR EMPLOYEES IN UAE ONLY:] In the event that you breach the Section 10(b)(3) Non-Competition restrictive covenant, you acknowledge that NCR will suffer irreparable damage, and you promise to pay NCR on demand damages in a sum equal to the amount of 6 months of your salary that was in effect when your NCR employment

ended. You acknowledge that this sum represents a reasonable estimate of damages that NCR will suffer, and that, where local law allows, NCR may seek additional compensatory damages.

(l) [FOR U.S. EMPLOYEES ONLY:] Pursuant to the Defend Trade Secrets Act of 2016, you understand that: an individual may not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (i) is made (a) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (b) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. Further, an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the employer's trade secrets to the attorney and use the trade secret information in the court proceeding if the individual: (i) files any document containing the trade secret under seal; and (ii) does not disclose the trade secret, except pursuant to court order.

11. **[FOR U.S. EMPLOYEES ONLY:] Arbitration, and Class, Collective, and Representative Action Waiver.** You and NCR (collectively, "The Parties") agree that any controversy or claim arising out of or related to this Agreement and/or with respect to your employment with NCR shall be resolved by binding arbitration; the obligation to arbitrate shall also extend to and encompass any claims that you may have or assert against any NCR employees, officers, directors or agents. Notwithstanding the foregoing, the following disputes and claims are not covered by this Arbitration provision and shall therefore be resolved in any appropriate forum as required by the laws then in effect: claims for workers' compensation benefits, unemployment insurance, or state or federal disability insurance; claims for temporary or preliminary injunctive relief (including a temporary restraining order) in aid of arbitration or to maintain the status quo pending arbitration; and any other dispute or claim that has been expressly excluded from arbitration by statute. The Parties further agree that in the event of a breach of this Agreement, NCR or you may, in addition to any other available remedies, bring an action in a Court of competent jurisdiction for equitable relief pending appointment of an arbitrator and completion of an arbitration; and, in such instance, shall not be required to post a bond. If any portion of this Arbitration provision is held unenforceable, it shall be severed and shall not affect the duty to arbitrate nor any other part of this Section. In addition:

(a) The Parties agree that any demand for arbitration shall be filed within the statute of limitations applicable to the claim or claims upon which arbitration is sought or required, or the claim shall be barred. Arbitration shall be conducted in accordance with the Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association (available at www.ADR.org) to the extent not inconsistent with the terms of this Agreement. The arbitrator shall allow discovery in the form of: (1) the mutual exchange of documents (as defined under the Federal Rules of Civil Procedure) pertaining to the claim being arbitrated and for which there is a direct and demonstrable need; and (2) up to three depositions by each party. Upon good cause shown, in a personal or telephonic hearing, the arbitrator may allow additional, non-burdensome discovery. The arbitrator shall balance the likely importance of the requested materials with the cost and burden of the discovery sought, and when disproportionate, the arbitrator may deny the request(s) or require that the requesting party advance the reasonable cost of production to the other side. Issues of arbitrability shall be determined in accordance with the U.S. federal substantive and procedural laws relating to arbitration; in all other respects, this Agreement shall be governed by the laws of

the State of Georgia in the United States, without regard to its conflict-of-laws principles, and the arbitration shall be held in the metropolitan Atlanta, Georgia area, with the exception of employees who primarily reside and work in California, for whom arbitration shall be held in California, and with respect to controversies arising in California, to which California law shall apply. The arbitration shall be held before a single arbitrator who is an attorney having at least five years of experience in employment law. The arbitrator's decision and award shall be written, final and binding and may be entered in any court having jurisdiction. The Parties agree that nothing in this Agreement relieves them from any obligation they may have to exhaust certain administrative remedies before arbitrating any claims or disputes under this Agreement. Each party shall bear its own attorney fees associated with the arbitration; other costs, and the expenses of the arbitration, shall be borne as provided by the rules of the American Arbitration Association.

(b) **Class, Collective and/or Representative Action Waiver.** To the maximum extent permitted by law: (1) all covered claims under this Agreement must be brought in the party's individual capacity, and not as a plaintiff or class member in any purported class, collective or representative proceeding; (2) no claims may be brought or maintained on a class, collective or representative basis either in Court or in arbitration, notwithstanding the rules of the arbitral body; (3) such claims will be decided on an individual basis in arbitration pursuant to this Agreement; and (4) the Parties expressly waive any right with respect to any covered claims to submit, initiate, or participate as a plaintiff, claimant or member in a class action or collective action, regardless of whether the action is filed in arbitration or in court. Claims may not be joined or consolidated in arbitration with disputes brought by or against other individual(s), unless agreed to in writing by the Parties (you, NCR, and the other individual(s)). Any issue concerning the validity of this class, collective or representative action waiver, and whether an action may proceed as a class, collective or representative action, must be decided by a Court, and an arbitrator shall not have authority to consider the issue of the validity of this waiver or whether the action may proceed as a class, collective or representative action. If, for any reason, this class, collective and/or representative action waiver is determined to be unenforceable, then the class, collective or representative claim may proceed only in a Court of competent jurisdiction and may not be arbitrated. No arbitration award or decision will have any preclusive or estoppel effect as to issues or claims in any future dispute.

1. **Withholding.** %2. Prior to any relevant tax or tax withholding event (as applicable) and as a condition of your receiving the shares of Common Stock in respect of the Stock Units, you agree to make arrangements satisfactory to NCR and/or the Employer to satisfy all income tax, social insurance tax, payroll tax, fringe benefits tax or other Federal, state or local tax payment or withholding requirements or other tax related items (collectively, "Tax-Related Items") applicable to you as a result of or related to your participation in the Plan. In this regard, you agree to pay to NCR, including, at NCR's sole discretion, through payroll withholding or other method prescribed by the Chief Human Resources Officer, an amount equal to the amount of such Tax-Related Items required to be paid or withheld with respect to the Stock Units as determined in the sole discretion of NCR; provided that you will be required to pay any such amount prior to the tax or tax withholding event (as applicable) and as a condition of your receiving the shares of Common Stock to be issued in respect of the Stock Units. Such payment of Tax-Related Items shall be made by NCR withholding shares of Common Stock that are issuable upon the settlement of the Stock Units equal to the amount

required to be withheld or paid as determined by NCR, except to the extent that: (i) the Chief Human Resources Officer permits payment for such Tax-Related Items in cash by an employee other than an executive officer of NCR ("Executive Officer") subject to Section 16 of the Securities Exchange Act of 1934, as amended (the "Act"), or (ii) you are an Executive Officer and you elect to make payment for such Tax-Related Items in cash or by instructing NCR and any brokerage firm determined acceptable to NCR for such purpose to sell on your behalf the whole number of shares of Common Stock underlying the Stock Units that NCR determines to be appropriate to generate the cash proceeds sufficient to satisfy such Tax-Related Items. Any withholding of shares or sale or cash payment pursuant to this Section shall occur on the date that the requirement to withhold or pay taxes arises, or as soon as practicable thereafter if permitted by NCR. To the extent that you are an Executive Officer who instructs a brokerage firm sale permitted by this Section, you will be responsible for, and will indemnify and hold NCR and the Employer harmless with respect to, any and all losses, costs, damages or other expenses (including brokerage fees and other similar costs related directly to any such sale of Common Stock) arising in connection with, or related to, any such sale. You acknowledge that if, at the time any shares of Common Stock are sold to satisfy requirements relating to Tax-Related Items pursuant to this Section, you are an Executive Officer as defined above, any such sale of Common Stock must be made pursuant to an exemption from the requirements under Section 16(b) of the Act.

(a) You acknowledge that, regardless of any action taken by NCR or the Employer, the ultimate liability for all Tax-Related Items is and remains your responsibility and may exceed the amount actually withheld by NCR or the Employer. Depending on the withholding method, NCR may withhold or account for Tax-Related Items by considering such statutory withholding rates as may be determined applicable in the discretion of the Chief Human Resources Officer that will not result in an adverse accounting consequence or cost.

13. Compensation Recovery Policy. By accepting the Stock Units, you acknowledge and agree that to the extent that the Stock Units constitute "Covered Incentive Compensation" subject to the terms of NCR's Compensation Recovery Policy, as the same may be in effect from time to time (the "Compensation Recovery Policy"), then, notwithstanding any other provision of this Agreement to the contrary, you may be required to forfeit any or all of the Stock Units and repay any or all amounts previously paid pursuant to the Stock Units pursuant to the terms of the Compensation Recovery Policy. Further, you acknowledge and agree that NCR may, to the extent permitted or required by law or regulation (including the Dodd-Frank Act), enforce any repayment obligation pursuant to the Compensation Recovery Policy by reducing any amounts that may be owing from time to time by NCR or its Subsidiaries or Affiliates to you, whether as wages, severance, vacation pay or in the form of any other benefit or for any other reason, or enforce any other recoupment as prescribed by applicable law or regulation.

14. Beneficiaries. Subject to the terms of this Agreement, you may, to the extent permitted by the Chief Human Resources Officer (or his or her delegate) and such procedures of the TPA as may be in effect from time to time, designate one or more beneficiaries to receive all or part of any shares of NCR Common Stock underlying the Stock Units to be distributed in case of your death, and you may change or revoke such designation at any time in accordance with such procedures. In the event of your death, any such shares distributable hereunder that are subject to such a designation that has not been superseded, modified or revoked in accordance with such

procedures 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. For information about TPA beneficiary designation procedures, or to revoke or change a beneficiary designation, please call Fidelity at 1-800-544-9354 (U.S. grantees) or 1-800-544-0275 (non-U.S. grantees), or at such other number as provided by NCR or Fidelity. If you are a non-U.S. grantee, please visit the following link for access to the toll-free number: <https://www.fidelity.com/customer-service/phone-numbers/overview>.

14. Data Privacy. By entering into this Agreement, you understand and acknowledge that your personal data may be collected, used or transferred, in electronic or other form, for purposes relevant to the purposes described in this Agreement and any other Award materials (“Data”) by and among, as applicable the Employer, NCR, its Subsidiaries and Affiliates for the exclusive purpose of implementing, administering and managing your participation in the Plan.

You understand and acknowledge that the Company and the Employer may hold certain personal information about you, including, but not limited to, your name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares of stock or directorships held in NCR, details of all Stock Units or other entitlement to shares of stock awarded, cancelled, exercised, vested, unvested or outstanding in your favor, for the purpose of implementing, administering and managing the Plan.

You understand that Data will be transferred to the TPA or such other stock plan service provider as may be selected by NCR in the future, which is assisting NCR with the implementation, administration and management of the Plan. You understand that the recipients of the Data may be located in the United States or elsewhere, and that the recipients’ country (for example, the United States) may have different data privacy laws and protections than your country. It is NCR’s policy to support such transfers of your Data with appropriate safeguards. You understand that if you reside outside the United States you may request a list with the names and addresses of any potential recipients of the Data by contacting your local human resources representative. You understand that your Data will be held only as long as is necessary to implement, administer and manage your participation in the Plan.

You understand that if you reside outside the United States you may have certain rights with respect to your data. NCR. For example, you may have the right at any time, to confirm from the Company whether the Company process your Data. You may also have the right to access and review your Data, request additional information about the storage and processing of Data, require any necessary amendments to Data to correct its accuracy or to complete the Data. In certain instances, you may also the right to have your Data erased, to restrict its processing, or to require its delivery to a third party. In some jurisdictions, the Company may be required to obtain your consent to process your Data. To the extent that the Company is required by law to obtain such consents, you agree that NCR, the TPA and any other possible recipients which may assist NCR (presently or in the future) with implementing, administering and managing the Plan to receive,

2018 Performance-Based Restricted Stock Unit Award Agreement

possess, use, retain and transfer the Data, in electronic or other form, for the purpose of implementing, administering and managing your participation in the Plan.

You may refuse to consent or withdraw the consents herein, in any case without cost, by contacting in writing your local human resources representative. Further, you understand that you are providing the consents herein on a purely voluntary basis. If you do not consent, or if you later seek to revoke your consent, your employment status or service and career with the Employer will not be adversely affected; the only adverse consequence of refusing or withdrawing your consent is that NCR would not be able to grant you Stock Units or other equity awards or administer or maintain such awards. Therefore, you understand that refusing or withdrawing your consent may affect your ability to participate in the Plan. For more information on the consequences of your refusal to consent or withdrawal of consent, you understand that you may contact your local human resources representative.

15. Non-Disclosure of Confidential Information, Including Trade Secrets. You acknowledge and agree that your employment with NCR created a relationship of confidence and trust between you and NCR with respect to the Company's confidential information; you further acknowledge and agree that your particular position and its job duties exposed you to a broad variety of sensitive, confidential and non-public information of competitive value. You warrant and agree that (a) you will keep in confidence and trust all NCR confidential information known to you; (b) you have not transferred, used or disclosed any NCR confidential information (or assisted others in transferring, using or disclosing NCR confidential information) other than as necessary in the ordinary course of performing your duties as an NCR employee, and (c) you will not transfer, use or disclose NCR confidential information (or assist others with the transfer, use or disclosure of NCR confidential information) without the prior written consent of NCR, which may be granted or withheld in NCR's sole discretion, for any reason or no reason. [US EMPLOYEES ONLY:] Notwithstanding the foregoing, this Agreement does not prohibit you from reporting possible violations of the law to government agencies including, without limitation, the DOJ, SEC, Equal Employment Opportunity Commission, or any agency Inspector General, but you agree and understand that you are waiving, and hereby do waive, your right to monetary compensation and any other relief if any such agency elects to pursue any such claim, whether on your behalf or otherwise, to the fullest extent permitted by law. Nothing in this Agreement is intended to, or shall prevent, impede, or interfere with your providing truthful testimony and truthful information in the course of an investigation or proceeding authorized or required by law and/or conducted by an Agency of the United States. Should you receive a disclosure demand from any government agency, you may reach out to NCR's General Counsel or its law department for assistance, but you are not required to do so. Further, nothing in this Agreement is intended to or shall preclude you from providing truthful testimony or providing truthful information in response to a valid subpoena, court order or discovery request in any public proceeding, provided, to the extent permitted by law, you have provided to NCR as much advance notice as practicable of any such compelled disclosure, so as to enable NCR to seek to limit, condition or quash such disclosure.

1. Compensation. Your participation in the Plan is voluntary. The value of this Award is an extraordinary item of income, is not part of your normal or expected compensation for purposes of calculating any severance, redundancy, end of service payments, bonus, long-service awards, pension, retirement or other benefits or similar payments. The Plan is discretionary in nature. This

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Award is a one-time benefit that does not create any contractual or other right to receive additional awards or other benefits in the future. Future grants, if any, are at the sole grace and discretion of NCR, including but not limited to, the timing of the grant, amount and vesting provisions.

2. **No Advice Regarding Grant.** NCR is not providing any tax, legal or financial advice, nor is NCR making any recommendations regarding your participation in the Plan, or your acquisition or sale of the underlying shares of Common Stock. You are hereby advised to consult with your own personal tax, legal and financial advisors regarding your participation in the Plan before taking any action related to the Plan.

3. **Electronic Agreement; Governing Documents.** This Agreement, including without limitation Section 10, is executed electronically, and it is immediately binding upon your electronic acceptance. If you reside in a country that requires original ink signatures on paper, you hereby waive any such requirement to the extent permitted by law. NCR may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or electronic system established and maintained by NCR or the TPA. Information summarized or otherwise shown on the website of the TPA for NCR, which may be updated from time to time, shall be subject to the determinations of the Committee, the Plan and this Agreement.

4. **Severability.** 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, it shall be severed and shall not affect any other part of this Agreement, which will be enforced as permitted by law. Provided, however, that to the extent such invalid provision can be rendered valid by modification, you agree that the court or tribunal shall so modify such provision so as to render it valid and enforceable to the fullest extent permitted by law.

5. **Amendment.** 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 or any delegate thereof, but no such amendment shall be made which would materially impair your rights hereunder without your consent, except such an amendment made to comply with applicable law, including Section 409A of the Code, stock exchange rules or accounting rules.

6. **Waiver.** You acknowledge that a waiver by NCR of breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach of this Agreement.

7. **Provisions Applicable to Participants in Jurisdictions outside the United States.** Notwithstanding any provision of this Agreement or the Plan to the contrary, if you are or become subject to the laws of a jurisdiction outside the United States, your Award shall be subject to any special terms and conditions set forth in any appendix to this Agreement for your country (the "Appendix"). In addition, your Award shall be subject to the laws and requirements of such jurisdiction outside the United States and the terms and conditions of this Agreement are deemed modified to the extent NCR determines necessary or advisable for legal or administrative reasons. Moreover, if you relocate to one of the countries included in the Appendix, the special terms and

conditions for such country will apply to you, to the extent NCR determines that the application of such terms is necessary or advisable for legal or administrative reasons. Finally, the Committee may take any other action, including amending this Agreement, before or after an Award is made, that it deems necessary or advisable to obtain approval or comply with any necessary local governmental regulatory requirements or exemptions to the extent such amendment is permissible under the Plan with or without your prior written consent.

8. **Conflicting Terms.** 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 the law governing this Agreement and any claims arising under or relating to it, Section 11 of this Agreement shall prevail.

9. **Code of Conduct Certification; Compliance with Insider Trading Laws and NCR Insider Trading Policy.** Notwithstanding any other provision of this Agreement, this Award of Stock Units and your right to receive payment of any Stock Units that become Vested hereunder are subject to and expressly conditioned upon your timely annual certification to NCR's Code of Conduct, and in the event of your failure to timely provide any such certification as may be required prior to the date that Stock Units would otherwise be paid under this Agreement, those Stock Units shall be forfeited; provided that no such forfeiture shall occur unless you are provided written notice (which notice may be provided by email) of the impending forfeiture, and you do not provide your certification to NCR's Code of Conduct within thirty days following such notice.

With respect to any shares of Common Stock distributed to you hereunder, you understand and agree that if at any time following such distribution you are in possession or have knowledge of material non-public information relating to NCR, in accordance with law you may not trade in NCR securities until the information becomes public, except as may be the case pursuant to a 10b5-1 trading plan properly executed by you and NCR when you were not in possession or did not have knowledge of material non-public information relating to NCR (to the extent such a trading plan is required or permitted by NCR's Insider Trading Policy). You should consult an attorney if you have questions concerning such matters.

10. **No Employment Modification.** The Plan and this Agreement do not constitute a contract of employment or impose on you, the Company or your Employer any obligation to retain you as an employee, to change the status of your employment, or to change the Company's policies or those of its Subsidiaries regarding termination of employment. For U.S. employees, employment with the Company and the Employer is at will, which means that you or the Company or your Employer may terminate the employment relationship at any time, with or without cause.

11. **Execution and Validity of Agreement.** This Agreement shall be valid, binding and effective upon the Company on the Grant Date. However, the grant contained in this Agreement shall be forfeited by you and this Agreement shall have no force and effect if it is not duly executed by electronic acceptance on the website of the TPA at www.netbenefits.fidelity.com (on which this Agreement is posted) in the form prescribed by the Company within ninety (90) days following the Grant Date (or by such other date as may be required by the Chief Human Resources Officer).

SCHEDULE A

NCR 2018 COMPETING ORGANIZATION LIST

For purposes of non-competition provisions in NCR plans or agreements that refer to “Competing Organizations,” the companies identified in the list below, including the subsidiaries and affiliates of each, constitute the current list of “Competing Organizations”. Please note that non-competition provisions in NCR plans or agreements are not limited to the identified Competing Organizations, that other companies may qualify as competitors under such provisions, and that NCR employees may be restricted from accepting employment or other work from such other companies, subject to the terms of the relevant NCR plan or agreement. This list shall remain in effect until an updated list is approved/posted.

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ACI Worldwide	GK Software	PAR Technology
Acuative	Global Payments	PCMS
Agilysys	Glory	Pinnacle Corp
Alkami	GLS (Global Linking Solutions)	Posiflex
Allure Global Solutions	GRG Banking Equipment	Presidio
Altametrics	GRG International	Q2
Appetize	Hemmersbach	QSR Automations
Aptos	Hisense Intelligent Commercial System	Red Prairie Holding (JDA & Escalate)
Arinc	Hitachi	Retail Pro International
AWA Technology Services	Hitachi-Omron Terminal Solutions	Revel Systems
Bematech (TOTVS SA)	HotSchedules Inc.	RTC Quaterion Group
Black Box	HP Inc.	Salesforce
Burroughs, Inc.	IBM Corp	ShopKeep
Bypass Mobile LLC	IER	SICOM
Cennox Group	Infor	SITA
Crunchtime	Ipsoft	Sonda
Cummins Allison	ITAB Group	Spartan Computer Services
Curvature	Itasca Retail Information Systems	Square
Cuscap	Jack Henry & Assoc.	Symphony EYC
Daisy	Kony Inc.	Tech Mahindra
Datalogic SpA	Korala Associates Ltd.	TEKsystems
Dell, Inc.	Lavu Inc.	TIBCO Loyalty Lab
Diebold Nixdorf	LOC Software	Tillster
Digital Hands	Logicalis	Toast, Inc.
Dimension Data	Magstar	Toshiba TEC
ECR Software Corporation	Malauzai Software Inc	Unisys
Elo	Manhattan Associates	Upserve (Breadcrumb)
EOS IT Solutions	Mi9 Retail	Vista Retail Support
Epicor	Micros – See Oracle	Vsoft Corporation
eRestaurant Systems	Mobile Travel Technologies	Wand
FIS	Nautilus Hyosung	Wayne Fueling Systems
Fiserv	NSC Group	Wescom Resources Group
Fourth Ltd.	OBS (Orange Business Services)	Westcon Group
Fujitsu	Office Depot (Compucom)	Xpient
FuturePOS	OKI Electric Industry Co. Ltd.	ZebraTechnologies Corp
GBM (Gulf Business Machines)	Onepath	Zonal Retail Data
Getronics	Open Table	
Gilbarco Veeder-Root	Oracle	

APPENDIX A

PROVISIONS FOR NON-U.S. PARTICIPANTS

2018 Performance-Based Restricted Stock Unit Award Agreement

NCR Corporation 2017 Stock Incentive Plan

The following terms and conditions apply to Participants who reside outside the United States or who are otherwise subject to the laws of a country other than the United States. In general, the terms and conditions in this Appendix A supplement the provisions of the Agreement, unless otherwise indicated herein.

1. Nature of Grant. In accepting the grant, you acknowledge, understand and agree that:

(a) the Stock Units and the shares of Common Stock subject to the Stock Units are not intended to replace any pension rights or compensation;

(b) the Stock Units and the shares of Common Stock subject to the Stock Units and the income and value of same, are not part of normal or expected compensation for any purpose;

(c) the future value of the underlying shares of Common Stock is unknown, indeterminable and cannot be predicted with certainty;

(d) no claim or entitlement to compensation or damages shall arise from forfeiture of the Stock Units resulting from your Termination of Employment (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where you are employed or the terms of your employment agreement, if any), and in consideration of the grant of Stock Units to which you are otherwise not entitled, you irrevocably agree never to institute any claim against NCR, any of its Subsidiaries or Affiliates or the Employer, waive your ability, if any, to bring any such claim, and release NCR, its Subsidiaries and Affiliates, and the Employer from any such claim; if, notwithstanding the foregoing, any such claim is allowed by a court of competent jurisdiction, then, by participating in the Plan, you shall be deemed irrevocably to have agreed not to pursue such claim and agree to execute any and all documents necessary to request dismissal or withdrawal of such claim;

(e) for purposes of the Stock Units, your employment or service relationship will be considered terminated as of the date you are no longer actively providing services to NCR or the Employer (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where you are employed or the terms of your employment agreement, if any) and unless otherwise expressly provided in this Agreement or determined by NCR, your right to vest in the Stock Units under the Plan, if any, will terminate as of such date and will not be extended by any notice period (for example, your period of service would not include any contractual notice period or any period of “garden leave” or similar period mandated under employment laws in the jurisdiction where you are employed or the terms of your employment agreement, if any); the Committee shall have the exclusive discretion to determine when you are no longer actively providing services for purposes of your Award (including whether you may still be considered to be providing services while on a leave of absence);

(f) unless otherwise provided in the Plan or by the Company in its discretion, the Award and the benefits evidenced by this Agreement do not create any entitlement to have the Award or any such benefits transferred to, or assumed by, another company nor to be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the shares of the Company; and

(g) neither NCR, the Employer nor any Subsidiary or Affiliate shall be liable for any foreign exchange rate fluctuation between your local currency and the United States Dollar that may affect the value of the Stock Units or of any amounts due to you pursuant to the settlement of the Stock Units or the subsequent sale of any shares of Common Stock acquired upon settlement.

2. **Language.** If you have received this Agreement or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control. You acknowledge that it is your express wish that this Agreement, as well as all documents, notices, and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English. By accepting the Stock Units, you confirm having read and understood the Plan and this Agreement, including all terms and conditions included therein, which were provided in the English language. You accept the terms of those documents accordingly.

3. **Conditions for Issuance.** Notwithstanding any other provision of the Plan or this Agreement, unless there is an available exemption from any registration, qualification or other legal requirement applicable to the shares of Common Stock, the Company shall not be required to deliver any shares issuable upon settlement of the Stock Units prior to the completion of any registration or qualification of the shares under any local, state, federal or foreign securities or exchange control law or under rulings or regulations of the U.S. Securities and Exchange Commission ("SEC") or of any other governmental regulatory body, or prior to obtaining any approval or other clearance from any local, state, federal or foreign governmental agency, which registration, qualification or approval the Company shall, in its absolute discretion, deem necessary or advisable. You understand that the Company is under no obligation to register or qualify the shares with the SEC or any state or foreign securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the shares. The grant of Stock Units is not intended to be a public offering of securities in your country, and the Company has not submitted any registration statement, prospectus or other filings with the local securities authorities in connection with this grant, and the grant of the Stock Units is not subject to the supervision of the local securities authorities.

1. **Repatriation and Other Non-U.S. Compliance Requirements.** As a condition of the grant of your Stock Units, you agree to repatriate all payments attributable to the shares of NCR Common Stock and/or cash acquired under the Plan (including, but not limited to, dividends and dividend equivalents) in accordance with local foreign exchange rules and regulations in your country of residence (and your country of employment, if different). In addition, you also agree to take any and all actions, and consent to any and all actions taken by the Company, its Subsidiaries and Affiliates, as may be required to allow the Company, its Subsidiaries and Affiliates to comply with local laws, rules and regulations in your country of residence (and your country of employment, if different). Finally, you agree to take any and all actions as may be required to comply with your personal legal and tax obligations under local tax, exchange control, insider trading and other laws,

rules and regulations in your country of residence (and your country of employment, if different) with respect to the Stock Units and the NCR Common Stock issued with respect thereto.

2. Insider Trading Restrictions/Market Abuse Laws. You acknowledge that, depending on your country of residence, you may be subject to insider trading restrictions and/or market abuse laws, which may affect your ability to acquire or sell shares of Common Stock or rights to such shares (e.g., Stock Units) under the Plan during such times as you are considered to have “inside information” regarding the Company (as defined by the laws in your country). Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable insider trading policy of the Company. You acknowledge that it is your responsibility to comply with any applicable restrictions, and you are advised to speak to your personal advisor on this matter.

APPENDIX B

COUNTRY-SPECIFIC PROVISIONS FOR NON-U.S. PARTICIPANTS

**2018 Performance-Based Restricted Stock Unit Award Agreement
NCR Corporation 2017 Stock Incentive Plan**

This Appendix B includes special terms and conditions applicable to you if you reside in the countries below. These terms and conditions are in addition to or, if so indicated, in place of, those set forth in the Agreement. Capitalized terms used but not defined in this Appendix have the meanings assigned to them in the Plan, or the Agreement, as applicable.

This Appendix B also includes information relating to exchange control and other issues of which you should be aware with respect to your participation in the Plan. The information is based on the exchange control, securities and other laws in effect in the respective countries as of the Grant Date. Such laws are often complex and change frequently. As a result, NCR strongly recommends that you do not rely on the information herein as the only source of information relating to the consequences of participation in the Plan because the information may be out of date at the time the Stock Units are Vested or shares of Common Stock acquired under the Plan are sold.

In addition, the information is general in nature and may not apply to your particular situation and NCR is not in a position to assure you of any particular result. Accordingly, you are advised to seek appropriate professional advice as to how the relevant laws in your country may apply to your situation. Finally, if you are a citizen or resident of a country other than the one in which you are currently working, are considered a citizen or resident of another country for local law purposes, or transfer employment or residency to another country after the Grant Date, the notifications contained herein may not be applicable to you. In addition, NCR shall, in its discretion, determine to what extent the terms and conditions contained herein shall be applicable to you.

CHINA

Settlement of Stock Units. This provision supplements Section 3 of the Agreement:

To facilitate compliance with exchange control laws and regulations in the People's Republic of China ("China"), you agree to the sale of any shares of Common Stock to be issued upon vesting and settlement of the Stock Units. The sale will occur (i) immediately upon vesting and settlement of the Stock Units, (ii) following your Termination of Employment, or (iii) within any other time frame as the Company determines to be necessary to facilitate compliance with local regulatory requirements. You further agree that the Company is authorized to instruct its designated broker to assist with the mandatory sale of such shares (on your behalf pursuant to this authorization) and you expressly authorize the Company's designated broker to complete the sale of such shares. You agree to sign any agreements, forms and/or consents that may be reasonably requested by NCR (or the broker) to effectuate the sale of the shares of Common Stock and shall otherwise cooperate with NCR with respect to such matters. You acknowledge that neither NCR nor the broker is under any obligation to arrange for the sale of the shares of Common Stock at any particular price and that broker's fees and similar expenses may be incurred in any such sale. In any event, when the shares

2018 Performance-Based Restricted Stock Unit Award Agreement

of Common Stock are sold, the proceeds of the sale of such shares, less any Tax-Related Items and the broker's fees, commissions or similar expenses, will be remitted to you in accordance with applicable exchange control laws and regulations.

Exchange Control Restrictions. You understand and agree that, if you are subject to exchange control laws in China, you will be required to immediately repatriate to China the proceeds from the sale of any shares of Common Stock acquired under the Plan. You further understand that such repatriation of the proceeds may need to be effected through a special exchange control account established by NCR or a Subsidiary or Affiliate, and you hereby consent and agree that the proceeds from the sale of shares of Common Stock acquired under the Plan may be transferred to such account by NCR (or the broker) on your behalf prior to being delivered to you. You also agree to sign any agreements, forms and/or consents that may be reasonably requested by NCR (or the broker) to effectuate such transfers.

The proceeds may be paid to you in U.S. dollars or local currency at NCR's discretion. If the proceeds are paid to you in U.S. dollars, you understand that you will be required to set up a U.S. dollar bank account in China so that the proceeds may be deposited into this account. If the proceeds are paid to you in local currency, (i) you acknowledge that NCR is under no obligation to secure any particular exchange conversion rate and that NCR may face delays in converting the proceeds to local currency due to exchange control restrictions, and (ii) you agree to bear any currency fluctuation risk between the time the shares of Common Stock are sold and the time the proceeds are converted to local currency and distributed to you.

Finally, you agree to comply with any other requirements that may be imposed by NCR in the future in order to facilitate compliance with exchange control requirements in China.

ISRAEL

Trust Arrangement. You understand and agree that this Award is offered subject to and in accordance with the terms of the Plan and its Israeli Appendix. Upon vesting, the shares of Common Stock shall be controlled by the Company's trustee appointed by the Company or its Subsidiary or Affiliate in Israel (the "Trustee") for your benefit for at least such period of time as required by Section 102 or any shorter period determined under the Israeli Income Tax Ordinance (New Version), 5721-1961 as now in effect or as hereafter amended (the "Ordinance") (with respect to the "capital gain route") or by the Israeli Tax Authority (the "Lock-Up Period"). You shall be able to request the sale of the shares or the release of the shares from the Trustee, subject to the terms of the Plan, this Agreement and any applicable Israeli tax law. Without derogating from the aforementioned, if the shares are released by the Trustee during the Lock-Up Period, the sanctions under Section 102 of the Ordinance shall apply to and be borne by you. The shares shall not be sold or released from the control of the Trustee unless the Company, the Subsidiary or Affiliate and the Trustee are satisfied that the full amount of Tax-Related Items due have been paid or will be paid in relation thereto. Notwithstanding any provision of this Agreement or the Plan to the contrary except the provisions in Section 4 of this Agreement relating to a Good Reason Termination (as defined in Section 4) or your Retirement (in each case, to the extent specifically applicable to you), in the event of your resignation from service with NCR or the Employer due to any reason, including worsening of employment conditions, or any other reason relating to conditions of employment,

2018 Performance-Based Restricted Stock Unit Award Agreement

all unvested Stock Units will automatically terminate and be forfeited and no shares or cash will be issued or paid to you (as the case may be).

CERTIFICATION

I, Michael Hayford, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of NCR Corporation;
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. The registrant's other certifying officer(s) and I are 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. The registrant's other certifying officer(s) and I have disclosed, based on our 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 4, 2018

/s/ Michael Hayford

Michael Hayford
President and Chief Executive Officer

CERTIFICATION

I, Robert Fishman, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of NCR Corporation;
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. The registrant's other certifying officer(s) and I are 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. The registrant's other certifying officer(s) and I have disclosed, based on our 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 4, 2018

/s/ Robert Fishman

Robert Fishman

Executive Vice President and Chief Financial Officer

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report on Form 10-Q of NCR Corporation, a Maryland corporation (the "Company") for the period ending March 31, 2018 as filed with the U.S. Securities and Exchange Commission on the date hereof (the "Report"), each of the undersigned officers of the Company does hereby certify, pursuant to 18 U.S.C. § 1350 (section 906 of the Sarbanes-Oxley Act of 2002), that:

- (1) the Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

The foregoing certification (i) is given to such officers' knowledge, based upon such officers' investigation as such officers reasonably deem appropriate; and (ii) is being furnished solely pursuant to 18 U.S.C. § 1350 (section 906 of the Sarbanes-Oxley Act of 2002) and is not being filed as part of the Report or as a separate disclosure document.

Dated: May 4, 2018

/s/ Michael Hayford

Michael Hayford
President and Chief Executive Officer

Dated: May 4, 2018

/s/ Robert Fishman

Robert Fishman
Executive Vice President and Chief Financial Officer

A signed original of this written statement required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signatures that appear in typed form within the electronic version of this written statement required by Section 906, has been provided to NCR Corporation and will be retained by NCR Corporation and furnished to the United States Securities and Exchange Commission or its staff upon request.