

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

**FORM 10-Q**

**(Mark One)**

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

For the quarterly period ended June 30, 2024

or

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

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

Commission File Number: 001-00395

**NCR VOYIX CORPORATION**

(Exact name of registrant as specified in its charter)

Maryland

31-0387920

(State or other jurisdiction of  
incorporation or organization)

(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: (800) 225-5627

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
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Common Stock, par value \$0.01 per share	VYX	New York Stock Exchange
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Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

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

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

Large accelerated filer

Accelerated filer

Non-accelerated filer

Smaller reporting company

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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

As of August 1, 2024, there were approximately 145,372,212 shares of the registrant's common stock issued and outstanding.

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**Part I. Financial Information**

**Item 1. FINANCIAL STATEMENTS**

**NCR Voyix Corporation**  
**Condensed Consolidated Statements of Operations (Unaudited)**

In millions, except per share amounts	Three months ended June 30		Six months ended June 30	
	2024	2023	2024	2023
Product revenue	\$ 256	\$ 311	\$ 488	\$ 599
Service revenue	620	635	1,246	1,253
<b>Total revenue</b>	<b>876</b>	<b>946</b>	<b>1,734</b>	<b>1,852</b>
Cost of products	232	269	431	536
Cost of services	453	413	916	828
Selling, general and administrative expenses	140	167	271	322
Research and development expenses	55	42	115	91
<b>Total operating expenses</b>	<b>880</b>	<b>891</b>	<b>1,733</b>	<b>1,777</b>
<b>Income (loss) from operations</b>	<b>(4)</b>	<b>55</b>	<b>1</b>	<b>75</b>
Interest expense	(41)	(91)	(80)	(174)
Other income (expense), net	(5)	(8)	(25)	(12)
<b>Income (loss) from continuing operations before income taxes</b>	<b>(50)</b>	<b>(44)</b>	<b>(104)</b>	<b>(111)</b>
Income tax expense (benefit)	24	7	10	12
<b>Income (loss) from continuing operations</b>	<b>(74)</b>	<b>(51)</b>	<b>(114)</b>	<b>(123)</b>
Income (loss) from discontinued operations, net of tax	1	67	—	147
<b>Net income (loss)</b>	<b>(73)</b>	<b>16</b>	<b>(114)</b>	<b>24</b>
Net income (loss) attributable to noncontrolling interests	—	—	(1)	—
Net income (loss) attributable to noncontrolling interests of discontinued operations	—	(1)	—	—
<b>Net income (loss) attributable to NCR Voyix</b>	<b>\$ (73)</b>	<b>\$ 17</b>	<b>\$ (113)</b>	<b>\$ 24</b>
<b>Amounts attributable to NCR Voyix common stockholders:</b>				
Income (loss) from continuing operations	\$ (74)	\$ (51)	\$ (113)	\$ (123)
Series A convertible preferred stock dividends	(4)	(4)	(8)	(8)
Income (loss) from continuing operations attributable to NCR Voyix common stockholders	(78)	(55)	(121)	(131)
Income (loss) from discontinued operations, net of tax	1	68	—	147
Net income (loss) attributable to NCR Voyix common stockholders	<b>\$ (77)</b>	<b>\$ 13</b>	<b>\$ (121)</b>	<b>\$ 16</b>
<b>Income (loss) per share attributable to NCR Voyix common stockholders:</b>				
<b>Income (loss) per common share from continuing operations</b>				
Basic	<b>\$ (0.54)</b>	<b>\$ (0.39)</b>	<b>\$ (0.84)</b>	<b>\$ (0.94)</b>
Diluted	<b>\$ (0.54)</b>	<b>\$ (0.39)</b>	<b>\$ (0.84)</b>	<b>\$ (0.94)</b>
<b>Net income (loss) per common share</b>				
Basic	<b>\$ (0.53)</b>	<b>\$ 0.09</b>	<b>\$ (0.84)</b>	<b>\$ 0.11</b>
Diluted	<b>\$ (0.53)</b>	<b>\$ 0.09</b>	<b>\$ (0.84)</b>	<b>\$ 0.11</b>
<b>Weighted average common shares outstanding</b>				
Basic	145.0	140.4	144.3	140.0
Diluted	<b>145.0</b>	<b>140.4</b>	<b>144.3</b>	<b>140.0</b>

See Notes to Condensed Consolidated Financial Statements.

**NCR Voyix Corporation**  
**Condensed Consolidated Statements of Comprehensive Income (Unaudited)**

In millions	Three months ended June 30		Six months ended June 30	
	2024	2023	2024	2023
Net income (loss)	\$ (73)	\$ 16	\$ (114)	\$ 24
Other comprehensive income (loss):				
<b>Currency translation adjustments</b>				
Currency translation gains (loss)	(17)	4	(40)	8
<b>Derivatives</b>				
Unrealized gains (loss) on derivatives	—	35	—	24
Loss (gains) on derivatives recognized during the period	—	(24)	—	(43)
Less income tax	—	(5)	—	2
<b>Employee benefit plans</b>				
Amortization of prior service cost (benefit)	—	(1)	—	(1)
Net (loss) gain arising during the period	—	—	—	—
Amortization of actuarial loss (gains)	—	(1)	—	(2)
Less income tax	—	1	—	1
<b>Other comprehensive income (loss)</b>	<b>(17)</b>	<b>9</b>	<b>(40)</b>	<b>(11)</b>
<b>Total comprehensive income (loss)</b>	<b>(90)</b>	<b>25</b>	<b>(154)</b>	<b>13</b>
Less comprehensive income (loss) attributable to noncontrolling interests:				
Net income (loss)	—	(1)	(1)	—
Currency translation gains (losses)	—	1	(1)	—
<b>Amounts attributable to noncontrolling interests</b>	<b>—</b>	<b>—</b>	<b>(2)</b>	<b>—</b>
<b>Comprehensive income (loss) attributable to NCR Voyix</b>	<b>\$ (90)</b>	<b>\$ 25</b>	<b>\$ (152)</b>	<b>\$ 13</b>

See Notes to Condensed Consolidated Financial Statements.

**NCR Voyix Corporation**  
**Condensed Consolidated Balance Sheets (Unaudited)**

In millions, except per share amounts	June 30, 2024	December 31, 2023
<b>Assets</b>		
Current assets		
Cash and cash equivalents	\$ 204	\$ 261
Accounts receivable, net of allowances of \$23 and \$29 as of June 30, 2024 and December 31, 2023, respectively	429	472
Inventories	220	250
Restricted cash, current	24	21
Prepaid and other current assets	187	187
Current assets of discontinued operations	—	15
Total current assets	<u>1,064</u>	1,206
Property, plant and equipment, net	205	212
Goodwill	2,038	2,040
Intangibles, net	261	291
Operating lease assets	233	236
Prepaid pension cost	40	43
Deferred income taxes	244	239
Other assets	698	715
Noncurrent assets of discontinued operations	—	8
<b>Total assets</b>	<u><u>\$ 4,783</u></u>	\$ 4,990
<b>Liabilities and stockholders' equity (deficit)</b>		
Current liabilities		
Short-term borrowings	\$ 15	\$ 15
Accounts payable	478	504
Payroll and benefits liabilities	93	148
Contract liabilities	230	187
Settlement liabilities	51	39
Other current liabilities	387	425
Current liabilities of discontinued operations	—	15
Total current liabilities	<u>1,254</u>	1,333
Long-term debt	2,595	2,563
Pension and indemnity plan liabilities	157	161
Postretirement and postemployment benefits liabilities	45	43
Income tax accruals	66	64
Operating lease liabilities	252	254
Other liabilities	225	259
Noncurrent liabilities of discontinued operations	—	12
<b>Total liabilities</b>	<u><u>4,594</u></u>	4,689
<b>Commitments and Contingencies (Note 10)</b>		
Series A convertible preferred stock: par value \$0.01 per share, 3.0 shares authorized, 0.3 shares issued and outstanding as of June 30, 2024 and December 31, 2023; redemption amount and liquidation preference of \$276 as of June 30, 2024 and December 31, 2023	276	276
<b>Stockholders' equity (deficit)</b>		
NCR Voyix stockholders' equity (deficit)		
Preferred stock: par value \$0.01 per share, 100.0 shares authorized, no shares issued and outstanding as of June 30, 2024 and December 31, 2023	—	—
Common stock: par value \$0.01 per share, 500.0 shares authorized, 145.1 and 142.6 shares issued and outstanding as of June 30, 2024 and December 31, 2023, respectively	1	1
Paid-in capital	899	874
Retained earnings (deficit)	(517)	(421)
Accumulated other comprehensive loss	(468)	(429)
<b>Total NCR Voyix stockholders' equity (deficit)</b>	<u>(85)</u>	25
Noncontrolling interests in subsidiaries	(2)	—
<b>Total stockholders' equity (deficit)</b>	<u>(87)</u>	25
<b>Total liabilities and stockholders' equity (deficit)</b>	<u><u>\$ 4,783</u></u>	\$ 4,990

See Notes to Condensed Consolidated Financial Statements.

**NCR Voyix Corporation**  
**Condensed Consolidated Statements of Cash Flows (Unaudited)**

In millions	Six months ended June 30	
	2024	2023
<b>Operating activities</b>		
Net income (loss)	\$ (114)	\$ 24
Adjustments to reconcile net income (loss) to net cash provided by (used in) operating activities:		
Depreciation and amortization	167	306
Stock-based compensation expense	27	68
Deferred income taxes	(8)	15
Impairment of other assets	5	1
Loss (gain) on disposal of property, plant and equipment and other assets	—	1
(Gain) loss on divestiture	(14)	(8)
Changes in assets and liabilities, net of effects of business acquired:		
Receivables	61	96
Inventories	31	21
Current payables and accrued expenses	(52)	(104)
Contract liabilities	41	25
Employee benefit plans	(3)	(24)
Other assets and liabilities	(114)	117
<b>Net cash provided by (used in) operating activities</b>	\$ 27	\$ 538
<b>Investing activities</b>		
Expenditures for property, plant and equipment	\$ (21)	\$ (70)
Proceeds from sale of property, plant and equipment and other assets	—	8
Additions to capitalized software	(104)	(134)
Business acquisitions, net of cash acquired	—	(6)
Proceeds from divestiture	14	8
Proceeds from disposition of corporate-owned life insurance policies	30	—
<b>Net cash provided by (used in) investing activities</b>	\$ (81)	\$ (194)
<b>Financing activities</b>		
Payments on term credit facilities	\$ (8)	\$ (50)
Payments on revolving credit facilities	(374)	(927)
Borrowings on revolving credit facilities	412	732
Payments on other financing arrangements	—	(2)
Cash dividend paid for Series A preferred shares dividends	(8)	(8)
Proceeds from employee stock plans	7	14
Tax withholding payments on behalf of employees	(9)	(16)
Principal payments for finance lease obligations	(5)	(9)
<b>Net cash provided by (used in) financing activities</b>	\$ 15	\$ (266)
Effect of exchange rate changes on cash, cash equivalents and restricted cash	\$ (14)	\$ (8)
Increase (decrease) in cash, cash equivalents, and restricted cash	(53)	70
Cash, cash equivalents and restricted cash at beginning of period	285	740
<b>Cash, cash equivalents and restricted cash at end of period</b>	\$ 232	\$ 810

See Notes to Condensed Consolidated Financial Statements.

**NCR Voyix Corporation**  
**Condensed Consolidated Statements of Changes in Stockholders' Equity (Deficit) (Unaudited)**

In millions	NCR Voyix Stockholders						Non-Redeemable Noncontrolling Interests in Subsidiaries	Total		
	Common Stock		Paid-in Capital	Retained Earnings (Deficit)	Accumulated Other Comprehensive (Loss) Income					
	Shares	Amount								
December 31, 2023	143	\$ 1	\$ 874	\$ (421)	\$ (429)	\$ —	—	\$ 25		
Comprehensive income:										
Net income (loss)	—	—	—	(40)	—	—	(1)	(41)		
Other comprehensive income (loss)	—	—	—	—	(22)	—	(1)	(23)		
Total comprehensive income (loss)	—	—	—	(40)	(22)	—	(2)	(64)		
Employee stock purchase and stock compensation plans	2	—	5	—	—	—	—	5		
Series A convertible preferred stock dividends	—	—	—	(4)	—	—	—	(4)		
Spin-Off of NCR Atleos	—	—	—	2	—	—	—	2		
March 31, 2024	145	\$ 1	\$ 879	\$ (463)	\$ (451)	\$ (2)	\$ (36)			
Comprehensive income:										
Net income (loss)	—	—	—	(73)	—	—	—	(73)		
Other comprehensive income (loss)	—	—	—	—	(17)	—	—	(17)		
Total comprehensive income (loss)	—	—	—	(73)	(17)	—	—	(90)		
Employee stock purchase and stock compensation plans	—	—	20	—	—	—	—	20		
Series A convertible preferred stock dividends	—	—	—	(4)	—	—	—	(4)		
Spin-Off of NCR Atleos	—	—	—	23	—	—	—	23		
June 30, 2024	145	\$ 1	\$ 899	\$ (517)	\$ (468)	\$ (2)	\$ (87)			

In millions	NCR Voyix Stockholders						Non-Redeemable Noncontrolling Interests in Subsidiaries	Total		
	Common Stock		Paid-in Capital	Retained Earnings (Deficit)	Accumulated Other Comprehensive (Loss) Income					
	Shares	Amount								
December 31, 2022	138	\$ 1	\$ 704	\$ 1,075	\$ (300)	\$ (1)	\$ 1,479			
Comprehensive income:										
Net income (loss)	—	—	—	7	—	1	8			
Other comprehensive income (loss)	—	—	—	—	(19)	(1)	(20)			
Total comprehensive income (loss)	—	—	—	7	(19)	—	(12)			
Employee stock purchase and stock compensation plans	2	—	23	—	—	—	—	23		
Series A convertible preferred stock dividends	—	—	—	(4)	—	—	—	(4)		
March 31, 2023	140	\$ 1	\$ 727	\$ 1,078	\$ (319)	\$ (1)	\$ 1,486			
Comprehensive income:										
Net income (loss)	—	—	—	17	—	(1)	16			
Other comprehensive income (loss)	—	—	—	—	8	1	9			
Total comprehensive income (loss)	—	—	—	17	8	—	25			
Employee stock purchase and stock compensation plans	—	—	43	—	—	—	—	43		
Series A convertible preferred stock dividends	—	—	—	(4)	—	—	—	(4)		
June 30, 2023	140	\$ 1	\$ 770	\$ 1,091	\$ (311)	\$ (1)	\$ 1,550			

See Notes to Condensed Consolidated Financial Statements.

**NCR Voyix Corporation**  
**Notes to Condensed Consolidated Financial Statements (Unaudited)**

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**NCR Voyix 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 Voyix Corporation ("NCR Voyix", 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 condensed 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 2023 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 the Company's Annual Report on Form 10-K for the year ended December 31, 2023.

**Spin-off of NCR Atleos** On October 16, 2023, the Company completed its separation of its ATM-focused business, including its self-service banking, payments & network and telecommunications and technology businesses, through the spin-off of its wholly owned subsidiary, NCR Atleos Corporation ("NCR Atleos"), (the "Spin-Off"). The Spin-Off was effected through a pro rata distribution of all outstanding shares of NCR Atleos common stock to holders of NCR Voyix common stock as of the close of business on October 2, 2023 (the "record date"). The Company distributed one share of NCR Atleos common stock for every two common shares of NCR Voyix outstanding as of the record date. Shareholders received cash in lieu of fractional shares of Atleos common stock. The Spin-Off is expected to qualify as a tax-free distribution for U.S. federal income tax purposes. NCR Atleos is an independent, publicly traded company focused on providing self-directed banking solutions to a global customer base, including financial institutions, retailers and consumers, and NCR Voyix retains no ownership interest. The accounting requirements for reporting the Spin-Off of NCR Atleos as a discontinued operation were met when the separation was completed. Accordingly, the financial results for NCR Atleos for the three and six months ended June 30, 2023 are presented as net income (loss) from discontinued operations, net of tax on the Consolidated Statements of Operations. Refer to Note 2, "Discontinued Operations" for additional information.

In connection with the Spin-Off, the Company and NCR Atleos entered into various agreements to effect the Spin-Off and provide a framework for the relationship between the Company and NCR Atleos after the Spin-Off. Such agreements include the separation and distribution agreement, as well as the following ongoing agreements: a transition services agreement, tax matters agreement, employee matters agreement, patent and technology cross-license agreement, trademark license and use agreement, master services agreement and various other transaction agreements. Under these agreements, the Company continues to provide certain products and services to NCR Atleos following the Spin-Off and receives certain products and services from NCR Atleos following the Spin-Off.

**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.

Although our estimates contemplate current and expected future conditions, as applicable, it is reasonably possible that actual conditions could differ from our expectations, which could materially affect our results of operations and financial position. In particular, a number of estimates have been and will continue to be affected by macroeconomic pressures and geopolitical challenges. The ultimate impact on our overall financial condition and operating results will depend on supply chain challenges and cost escalations including materials, interest, labor and freight, and any additional governmental and public actions taken in response. As a result, our accounting estimates and assumptions may change over time as a consequence of the effects of these external factors. Such changes could result in future impairments of goodwill, intangible assets, long-lived assets, incremental credit losses on accounts receivable and decreases in the carrying amount of our tax assets.

**Evaluation of Subsequent Events** The Company evaluated subsequent events through the date that our Condensed Consolidated Financial Statements were issued. Other than the items discussed within Note 18, "Subsequent Events", no matters were identified that required adjustment to 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 stockholders' equity.

**Cyber ransomware incident** On April 13, 2023, the Company determined that a single data center outage impacting certain of its commerce customers was caused by a cyber ransomware incident. Upon such determination, the Company immediately

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

started contacting customers, enacted its cybersecurity protocol and engaged outside experts to contain the incident and begin the recovery process. The Company concluded that this incident impacted operations for some customers only with respect to specific Aloha cloud-based services and Counterpoint. Our investigation also concluded no financial reporting systems were impacted. As of June 30, 2024, the Company has incurred \$44 million of expenses related to the cyber ransomware incident and has recovered \$20 million under our insurance policies. As of June 30, 2024, we expect to receive an additional \$ 5 million, which was recorded as an insurance receivable. We are still pursuing insurance recoveries for the remaining costs. We may incur additional costs relating to this incident in the future, including expenses to respond to this matter, payment of damages or other costs to customers or others. At this time we do not believe additional costs incurred as a result of the incident will ultimately have a material adverse effect on our business, results of operations or financial condition; however, we remain subject to risks and uncertainties as a result of the incident.

**Out-of-period adjustments** In the first quarter of 2023, the Company recorded a \$ 10 million out-of-period adjustment to increase operating expenses and an employee-related liability in order to correct for an understatement of such same balances during the fourth quarter of 2022.

In the second quarter of 2024, the Company recorded an out-of-period correction to decrease revenue by \$ 10 million, decrease accounts receivable by \$5 million, and increase contract liabilities by \$ 5 million. The adjustment is not expected to be material to the full year results of operations for 2024.

During the second quarter of 2024, the Company recorded corrections related to the Spin-Off. As of December 31, 2023, total assets were understated by approximately \$12 million, total liabilities were overstated by approximately \$ 7 million, and total equity was understated by approximately \$ 19 million, which is included in the "Spin-Off of NCR Atleos" line in the Statements of Changes in Stockholders' Equity (Deficit). The Company evaluated the impact of these adjustments and concluded they were not material to any previously issued interim or annual consolidated financial statements.

**ACH Disbursements** In February 2024, the Company identified fraudulent automated clearing house ("ACH") disbursements from a Company bank account. The cumulative amount of these disbursements totaled \$34 million. As of June 30, 2024, the Company has recovered approximately \$ 13 million of fraudulent disbursements from the Company's banks, including amounts related to fraudulent ACH disbursements in prior periods, and is pursuing insurance recoveries in connection with this matter.

In preparing the consolidated financial statements for the year ended December 31, 2023, the Company identified incorrectly recorded ACH disbursements for the quarterly periods ending March 31, 2023, June 30, 2023 and September 30, 2023 in an accounts receivable clearing account instead of as operating expenses. The Company evaluated the impact of these errors and concluded that they were not material to any previously issued financial statements. As a result of these errors, the Company has made adjustments to the prior period amounts presented in these financial statements. The impact of the revisions to the three and six month periods ended June 30, 2023 are presented in Note 17, "Revised 2023 Quarterly Financial Statements".

**Cash, Cash Equivalents, and Restricted Cash** The reconciliation of cash, cash equivalents and restricted cash in the Condensed Consolidated Statements of Cash Flows is as follows:

In millions	Balance Sheet Location	June 30	
		2024	2023
Cash and cash equivalents	Cash and cash equivalents	\$ 204	\$ 547
Short term restricted cash	Restricted cash, current	—	6
Long term restricted cash	Other assets	4	9
Cash included in settlement processing assets	Restricted cash, current	24	248
<b>Total cash, cash equivalents and restricted cash</b>		<b>\$ 232</b>	<b>\$ 810</b>
Cash, cash equivalents and restricted cash of discontinued operations		—	547
<b>Total cash, cash equivalents and restricted cash</b>		<b>\$ 232</b>	<b>\$ 263</b>

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

**Contract Assets and Liabilities** The following table presents the net contract liability balances as of June 30, 2024 and December 31, 2023.

In millions	Location in the Condensed Consolidated Balance Sheet	June 30, 2024		December 31, 2023	
		\$	\$	\$	\$
Current portion of contract liabilities	Contract liabilities	\$	230	\$	187
Non-current portion of contract liabilities	Other liabilities	\$	15	\$	19

During the six months ended June 30, 2024, the Company recognized \$ 102 million in revenue that was included in contract liabilities as of December 31, 2023. During the six months ended June 30, 2023, the Company recognized \$88 million in revenue that was included in contract liabilities as of December 31, 2022.

**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 June 30, 2024, the aggregate amount of the transaction price allocated to remaining performance obligations was approximately \$1.2 billion. The Company expects to recognize revenue on over 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 12 months but this is contingent upon a number of factors, including customers' needs and schedules.

The Company has made three elections that affect the value of remaining performance obligations described above. We do not disclose remaining performance obligations for contracts where variable consideration is directly allocated based on usage or when the original expected duration is one year or less. Additionally, we do not disclose remaining performance obligations for contracts where we recognize revenue from the satisfaction of the performance obligation in accordance with the 'right to invoice' practical expedient.

**Capitalized Software** Capitalized development costs for internal-use software and software that will be sold, leased or otherwise marketed were \$ 486 million and \$486 million as of June 30, 2024 and December 31, 2023, respectively, presented within Other assets on the Condensed Consolidated Balance Sheets.

#### Recent Accounting Pronouncements

##### *Accounting Pronouncements Issued But Not Yet Adopted*

In November 2023, the FASB issued ASU 2023-07, *Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures* . The amendment enhances disclosures of significant segment expenses by requiring disclosure of significant segment expenses regularly provided to the chief operating decision maker ("CODM"), extend certain annual disclosures to interim periods, and permit more than one measure of segment profit or loss to be reported under certain conditions. The amendment is effective for the Company in fiscal years beginning after December 15, 2023, and interim periods within fiscal years beginning after December 15, 2024. Early adoption of the amendment is permitted, including adoption in any interim periods for which financial statements have not been issued. The Company is currently evaluating the guidance and its impact to the financial statements and related disclosures.

In December 2023, the FASB issued ASU 2023-09, *Income Taxes (Topic 740): Improvements to Income Tax Disclosures* . This guidance requires disclosure of specific categories in the rate reconciliation and provides additional information for reconciling items that meet a specified quantitative threshold. The guidance is effective for fiscal years beginning after December 15, 2024, with early adoption permitted. The Company is in the process of assessing the impact the adoption of this guidance will have on the Company's financial statement disclosures.

Although there are other new accounting pronouncements issued by the FASB and not yet adopted by or effective for the Company, the Company does not believe any of these accounting pronouncements will have a material impact on its consolidated financial statements.

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

**2. DISCONTINUED OPERATIONS**

**Spin-Off of NCR Atleos**

On October 16, 2023, the Company completed the Spin-Off of NCR Atleos into an independent publicly traded company. Refer to Note 1, "Basis of Presentation and Summary of Significant Accounting Policies" for additional information regarding the Spin-Off. The historical results of NCR Atleos have been presented as discontinued operations. The Company's presentation of discontinued operations excludes general corporate overhead costs that did not meet the requirements to be presented as discontinued operations. The 2023 presentation of discontinued operations has been updated to reflect the results of operations for the countries that transferred to NCR Atleos during 2024 and excludes the countries that have not yet transferred to NCR Atleos as of June 30, 2024. The results of operations for the countries that have not yet transferred will be presented as part of discontinued operations as of the date of their separation. As of December 31, 2023, there were seven countries that had not yet transferred to NCR Atleos. During the six months ended June 30, 2024, five of these seven delayed countries transferred to NCR Atleos.

The following table presents the major categories of income (loss) from discontinued operations related to the Spin-Off of NCR Atleos:

In millions	Three months ended June 30		Six months ended June 30	
	2024 <sup>(1)</sup>	2023	2024 <sup>(1)</sup>	2023
Product revenue	\$ —	\$ 265	\$ —	\$ 498
Service revenue	1	775	5	1,527
Total revenue	1	1,040	5	2,025
Cost of products	—	209	—	398
Cost of services	—	557	4	1,111
Selling, general and administrative expenses	—	169	1	308
Research and development expenses	—	15	—	30
Total operating expenses	—	950	5	1,847
Income from discontinued operations	1	90	—	178
Interest expense	—	—	—	—
Other income (expense), net	—	—	—	1
Income (loss) from discontinued operations before income taxes	1	90	—	179
Income tax expense (benefit)	—	22	—	31
Net income (loss) from discontinued operations	1	68	—	148
Net income (loss) attributable to noncontrolling interests	—	(1)	—	—
Net income (loss) from discontinued operations related to NCR Atleos	\$ 1	\$ 69	\$ —	\$ 148

<sup>(1)</sup>Represents operations of the delayed countries that transferred to NCR Atleos during 2024 through date of separation versus full period of NCR Atleos operations for 2023.

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

The following table presents the major classes of assets and liabilities of discontinued operations:

In millions	December 31, 2023			
<b>Assets</b>				
Current assets				
Cash and cash equivalents	\$	1		
Accounts receivable, net of allowances		9		
Inventories		4		
Prepaid and other current assets		1		
Total current assets		15		
Other assets		8		
Noncurrent assets		8		
<b>Total assets of discontinued operations</b>	<b>\$</b>	<b>23</b>		
<b>Liabilities</b>				
Current liabilities				
Accounts payable	\$	1		
Payroll and benefits liabilities		1		
Contract liabilities		10		
Other current liabilities		3		
Total current liabilities		15		
Pension and indemnity plan liabilities		7		
Other liabilities		5		
Noncurrent liabilities		12		
<b>Total liabilities of discontinued operations</b>	<b>\$</b>	<b>27</b>		

The following table presents selected financial information related to cash flows from discontinued operations:

In millions	Six months ended June 30	
	2024 <sup>(1)</sup>	2023
Net cash provided by (used in) operating activities	\$ —	\$ 292
Net cash provided by (used in) investing activities	—	(37)
Net cash provided by (used in) financing activities	—	(2)

<sup>(1)</sup>Represents operations of the delayed countries that transferred to NCR Atleos during 2024 through date of separation versus full period of NCR Atleos operations for 2023.

***Environmental Matters***

The costs and insurance recoveries relating to certain environmental obligations associated with discontinued operations, including those relating to the Fox River and Kalamazoo River matters, are presented in Income (loss) from discontinued operations, net of tax, in the Consolidated Statements of Operations. Income (loss) from discontinued operations, net of tax, related to environmental matters was zero income or loss for the three and six months ended June 30, 2024 and a loss of \$1 million for the three and six months ended June 30, 2023. Net cash provided by or used in operating activities of discontinued operations related to environmental obligations was \$3 million cash provided by operating activities and \$ 6 million cash used in operating activities for the six months ended June 30, 2024 and 2023, respectively. Refer to Note 10, "Commitments and Contingencies" for further information.

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

**3. GOODWILL AND PURCHASED INTANGIBLE ASSETS**

*Goodwill by Segment* The carrying amounts of goodwill by segment as of June 30, 2024 and December 31, 2023 are included in the table below. Foreign currency fluctuations are included within other adjustments.

In millions	December 31, 2023						June 30, 2024		
	Accumulated			Additions	Impairment	Other	Accumulated		
	Goodwill	Impairment	Total				Goodwill	Impairment	Total
Retail	\$ 1,081	\$ (34)	\$ 1,047	\$ —	\$ —	\$ (1)	\$ 1,080	\$ (34)	\$ 1,046
Restaurants	495	(23)	472	—	—	(1)	494	(23)	471
Digital Banking	521	—	521	—	—	—	521	—	521
<b>Total goodwill</b>	<b>\$ 2,097</b>	<b>\$ (57)</b>	<b>\$ 2,040</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ (2)</b>	<b>\$ 2,095</b>	<b>\$ (57)</b>	<b>\$ 2,038</b>

*Identifiable Intangible Assets* The Company'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 the Company's identifiable intangible assets were as set forth in the table below.

In millions	Amortization Period (in Years)	June 30, 2024		December 31, 2023	
		Gross Carrying Amount	Accumulated Amortization	Gross Carrying Amount	Accumulated Amortization
<b>Identifiable intangible assets</b>					
Reseller & customer relationships	1 - 20	\$ 665	\$ (459)	\$ 665	\$ (438)
Intellectual property	2 - 8	493	(441)	494	(433)
Customer contracts	8	89	(89)	89	(89)
Tradenames	1 - 10	79	(76)	79	(76)
<b>Total identifiable intangible assets</b>		<b>\$ 1,326</b>	<b>\$ (1,065)</b>	<b>\$ 1,327</b>	<b>\$ (1,036)</b>

Amortization expense related to identifiable intangible assets for the following periods is:

In millions	Three months ended June 30		Six months ended June 30	
	2024	2023	2024	2023
Amortization expense	\$ 15	\$ 18	\$ 29	\$ 35

The estimated aggregate amortization expense for identifiable intangible assets for the following periods is:

In millions	For the years ended December 31					
	Remainder of 2024	2025	2026	2027	2028	2029
Amortization expense	\$ 26	\$ 49	\$ 46	\$ 40	\$ 29	\$ 25

#### **4. SEGMENT INFORMATION AND CONCENTRATIONS**

Subsequent to the Spin-Off, as described in Note 1, "Basis of Presentation and Summary of Significant Accounting Policies", the Company manages and reports the following segments:

- *Retail* - Our Retail segment is focused on serving retailers of all sizes, from local businesses to some of the most recognized brands in the world. Our software and solutions connect to a modern technology platform that allows retailers to run their stores like they run their digital channels, improving the experience for their customers. These solutions are designed to improve operational efficiency, sales productivity, customer satisfaction and purchasing decisions; provide secure checkout processes and payment systems; and increase service levels.
- *Restaurants* - Our Restaurants segment is focused on serving restaurants and food service establishments of all sizes, ranging from small and medium-sized businesses to some of the world's top global food service enterprises. Our solution portfolio spans across table-service, quick-service and fast casual industries, providing competitive end-to-end solutions to "run-the-restaurant." Our solution portfolio offers cloud-based, platform-enabled technology that is designed to improve operational efficiency, increase customer satisfaction, streamline order and transaction processing and reduce operating costs. In addition, we deliver service support, allowing our customers to focus on their core competencies. Our end-to-end services are a strong differentiating factor within the market.
- *Digital Banking* - Our Digital Banking segment serves financial institutions by delivering software solutions which enable a fully integrated digital experience for consumer and business customers across all channels. We serve banks and credit unions in the United States with our cloud-based software solutions including account opening, account management, transaction processing, imaging, and branch services, among others. We are unique in our ability to offer unified banking solutions across digital (application and browser), in-branch and via interactive teller machines ("ITMs").

Corporate and Other includes income and expenses related to corporate functions that are not specifically attributable to any of our three individual reportable segments along with certain non-strategic businesses that are considered immaterial operating segment(s) and certain countries which are expected to transfer to NCR Atleos during the remainder of 2024, as well as commercial agreements with NCR Atleos.

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 Adjusted EBITDA. Adjusted EBITDA is defined as GAAP net income (loss) from continuing operations attributable to NCR Voyix plus interest expense, net; plus income tax expense (benefit); plus depreciation and amortization; plus stock-based compensation expense; plus other income (expense); plus pension mark-to-market adjustments and other special items, including amortization of acquisition-related intangibles, acquisition-related costs, separation-related costs, cyber ransomware incident recovery costs net of insurance recoveries, fraudulent ACH disbursements costs, net of recoveries, transformation and restructuring charges (which includes integration, severance and other exit and disposal costs), and strategic initiative costs, among others. The special items are considered non-operational or non-recurring in nature, so are excluded from the Adjusted EBITDA metric utilized by our chief operating decision maker in evaluating segment performance and are separately delineated to reconcile back to total reported GAAP net income (loss) from continuing operations attributable to the Company.

Assets are not allocated to segments, and thus are not included in the assessment of segment performance. 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 condensed consolidated financial statements as a whole. Intersegment sales and transfers are not material.

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

The following table presents revenue and Adjusted EBITDA by segment:

In millions	Three months ended June 30		Six months ended June 30	
	2024	2023	2024	2023
<b>Revenue by segment</b>				
Retail	\$ 517	\$ 553	\$ 1,008	\$ 1,081
Restaurants	201	223	403	434
Digital Banking	154	141	301	278
<b>Total segment revenue</b>	<b>\$ 872</b>	<b>\$ 917</b>	<b>\$ 1,712</b>	<b>\$ 1,793</b>
Other	4	29	22	59
<b>Total revenue</b>	<b>\$ 876</b>	<b>\$ 946</b>	<b>\$ 1,734</b>	<b>\$ 1,852</b>
<b>Adjusted EBITDA by segment</b>				
Retail	\$ 87	\$ 115	\$ 173	\$ 198
Restaurants	62	51	117	95
Digital Banking	63	54	117	103
<b>Segment Adjusted EBITDA</b>	<b>\$ 212</b>	<b>\$ 220</b>	<b>\$ 407</b>	<b>\$ 396</b>

The following table reconciles Segment Adjusted EBITDA to Net income (loss) from continuing operations attributable to NCR Voyix:

In millions	Three months ended June 30		Six months ended June 30	
	2024	2023	2024	2023
<b>Segment Adjusted EBITDA</b>				
Corporate and other income and expenses not allocated to reportable segments	68	52	142	110
Depreciation and amortization	70	61	136	120
Acquisition-related amortization of intangibles	15	18	29	35
Interest expense	41	91	80	174
Interest income	(1)	(3)	(3)	(6)
Acquisition-related costs	—	1	—	1
Income tax expense (benefit)	24	7	10	12
Stock-based compensation expense	14	25	27	50
Transformation and restructuring costs <sup>(1)</sup>	51	3	79	6
Separation costs <sup>(2)</sup>	3	6	8	8
Loss (gain) on disposal of businesses	(7)	(4)	(14)	(7)
Foreign currency devaluation <sup>(3)</sup>	—	—	15	—
Fraudulent ACH disbursements <sup>(4)</sup>	(1)	3	(2)	5
Cyber ransomware incident recovery costs <sup>(5)</sup>	(4)	11	(4)	11
Strategic initiatives <sup>(6)</sup>	13	—	17	—
<b>Net income (loss) from continuing operations attributable to NCR Voyix</b>	<b>\$ (74)</b>	<b>\$ (51)</b>	<b>\$ (113)</b>	<b>\$ (123)</b>

<sup>(1)</sup>Represents integration, severance, and other exit and disposal costs which are considered non-operational in nature.

<sup>(2)</sup>Represents costs incurred as a result of the Spin-Off. Professional fees to effect the spin-off of NCR Atleos including separation management, organizational design, and legal fees have been classified within discontinued operations during the three and six months ended June 30, 2023.

<sup>(3)</sup>Represents gains and losses recognized during the period due to changes in valuation of the Lebanese pound and the Egyptian pound.

<sup>(4)</sup>Represents Company identified fraudulent ACH disbursements from a Company bank account. Additional details regarding this item are discussed in Note 1, "Basis of Presentation and Summary of Significant Accounting Policies".

<sup>(5)</sup>Represents expenses to respond to, remediate and investigate the April 13, 2023 cyber ransomware incident, net of insurance recoveries. Additional details regarding this cyber ransomware incident are discussed in Note 1, "Basis of Presentation and Summary of Significant Accounting Policies".

<sup>(6)</sup>Represents professional fees related to strategic initiatives which are considered non-operational in nature.

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

Revenue is attributed to the geographic area to which the product is delivered or in which the service is provided. The following table presents revenue by geographic area for the Company:

In millions	Three months ended June 30		Six months ended June 30	
	2024	2023	2024	2023
United States	\$ 589	\$ 662	\$ 1,194	\$ 1,293
Americas (excluding United States)	71	63	130	125
Europe, Middle East and Africa	132	127	253	256
Asia Pacific	84	94	157	178
<b>Total revenue</b>	<b>\$ 876</b>	<b>\$ 946</b>	<b>\$ 1,734</b>	<b>\$ 1,852</b>

The following table presents the recurring revenue and all other products and services revenue that is recognized at a point in time for the Company:

In millions	Three months ended June 30		Six months ended June 30	
	2024	2023	2024	2023
Recurring revenue <sup>(1)</sup>	\$ 544	\$ 535	\$ 1,076	\$ 1,059
All other products and services	332	411	658	793
<b>Total revenue</b>	<b>\$ 876</b>	<b>\$ 946</b>	<b>\$ 1,734</b>	<b>\$ 1,852</b>

<sup>(1)</sup> Recurring revenue includes all revenue streams from contracts where there is a predictable revenue pattern that will occur at regular intervals with a relatively high degree of certainty. This includes hardware and software maintenance revenue, cloud revenue, payment processing revenue, and certain professional services arrangements, as well as term-based software license arrangements that include customer termination rights.

## 5. DEBT OBLIGATIONS

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

In millions, except percentages	June 30, 2024		December 31, 2023	
	Amount	Weighted-Average		Weighted-Average
		Interest Rate	Interest Rate	
<b>Short-Term Borrowings</b>				
Current portion of Senior Secured Credit Facility <sup>(1)</sup>	\$ 15	8.44%	\$ 15	8.46%
<b>Total short-term borrowings</b>	<b>\$ 15</b>		<b>\$ 15</b>	
<b>Long-Term Debt</b>				
Senior Secured Credit Facility:				
Term loan facility <sup>(1)</sup>	\$ 177	8.44%	\$ 185	8.46%
Revolving credit facility <sup>(1)</sup>	136	8.43%	98	9.07%
Senior notes:				
5.000% Senior Notes due 2028	650		650	
5.125% Senior Notes due 2029	1,200		1,200	
5.250% Senior Notes due 2030	450		450	
Deferred financing fees	(18)		(20)	
<b>Total long-term debt</b>	<b>\$ 2,595</b>		<b>\$ 2,563</b>	

<sup>(1)</sup>Interest rates are weighted-average interest rates as of June 30, 2024 and December 31, 2023.

**Senior Secured Credit Facility** The Company is party to a senior secured credit agreement with certain subsidiaries of the Company party thereto as foreign borrowers, the lenders party thereto and Bank of America, N.A., as administrative agent (in such capacity, the "Administrative Agent"). This credit agreement provides for new senior secured credit facilities in an aggregate principal amount of \$700 million, which are comprised of (i) a five-year multicurrency revolving credit facility in the aggregate principal amount of \$500 million (including (a) a letter of credit sub-facility in an aggregate principal amount of up to \$ 75 million and (b) a sub-facility in an aggregate principal amount of up to \$200 million for borrowings and letters of credit in

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certain agreed foreign currencies) (the “Revolving Credit Facility,” and the loans thereunder, the “Revolving Loans”) and (ii) a five-year term loan “A” facility in the aggregate principal amount of \$200 million (the “Term Loan A Facility,” and the loans thereunder, the “Term A Loans” and, the Term Loan A Facility, together with the Revolving Credit Facility, the “Senior Secured Credit Facilities”).

The Term A Loans and the Revolving Loans (collectively, the “Loans”) bear interest based on SOFR (or an alternative reference rate for amounts denominated in a currency other than Dollars), or, at the Company’s option, in the case of amounts denominated in Dollars, at a base reference rate equal to the highest of (a) the federal funds rate plus 0.50%, (b) the rate of interest last quoted by the Administrative Agent as its “prime rate” and (c) the one-month SOFR rate plus 1.00% (the “Base Rate”), plus, as applicable, a margin ranging from 2.25% to 3.25% per annum for SOFR-based Loans and ranging from 1.25% to 2.25% per annum for Base Rate-based Loans, in each case, depending on the Company’s consolidated leverage ratio.

The outstanding principal balance of the Term Loan A Facility is required to be repaid in quarterly installments beginning March 31, 2024 in an amount equal to (i) 1.875% of the original principal amount of the Term A Loans during the first three years and (ii) 2.50% of the original principal amount of the Term A Loans during final two years. Any remaining outstanding balance will be due at maturity on October 16, 2028. The Revolving Credit Facility is not subject to amortization and will mature on October 16, 2028.

The obligations under the Senior Secured Credit Facilities are guaranteed by certain of the Company’s material subsidiaries (the “Guarantors”). The obligations under the Senior Secured Credit Facilities and the above described guarantee are secured by a first priority lien and security interest in certain equity interests owned by the Company and the Guarantors in certain of their respective domestic and foreign subsidiaries, and a first priority lien and security interest in substantially all of the assets of the Company and the Guarantors, subject to certain exclusions.

The Senior Secured Credit Facilities contain customary representations and warranties, affirmative covenants, and negative covenants. The negative covenants limit the Company’s and its subsidiaries’ ability to, among other things, incur indebtedness, create liens on the Company’s or its subsidiaries’ assets, engage in fundamental changes, make investments, sell or otherwise dispose of assets, engage in sale-leaseback transactions, make restricted payments, repay subordinated indebtedness, engage in certain transactions with affiliates and enter into agreements restricting the ability of the Company’s subsidiaries to make distributions to the Company or incur liens on their assets.

The Senior Secured Credit Facilities also contain a financial covenant that does not permit the Company to allow its consolidated leverage ratio to exceed (i) in the case of any fiscal quarter ending on or prior to September 30, 2024, 4.75 to 1.00, (ii) in the case of any fiscal quarter ending on or following September 30, 2024 and prior to September 30, 2025, 4.50 to 1.00 and (iii) in the case of any fiscal quarter ending on or following September 30, 2025, 4.25 to 1.00, in each case subject, to (x) increases of 0.25 in connection with the consummation of any material acquisition and applicable to the fiscal quarter in which such acquisition is consummated and the three consecutive fiscal quarters thereafter, and (y) a maximum cap of 5.00 to 1.00.

The Senior Secured Credit Facilities also include 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.

**Senior Unsecured Notes** On August 20, 2020, the Company issued \$ 650 million aggregate principal amount of 5.000% senior unsecured notes due in 2028 (the “5.000% Notes”) and \$450 million aggregate principal amount of 5.250% senior unsecured notes due in 2030 (the “5.250% Notes”). Interest is payable on the 5.000% and 5.250% Notes semi-annually in arrears at interest rates of 5.000% and 5.250%, respectively, on April 1 and October 1. The 5.000% and 5.250% Notes were sold at 100% of the principal amount and mature on October 1, 2028 and October 1, 2030, respectively.

Prior to October 1, 2025 with respect to the 5.250% Notes, the Company may redeem some or all of such series of Notes by paying a redemption price equal to 100% of the principal amount of the Notes to be redeemed plus the Applicable Premium, as defined in the indenture governing the applicable series of notes, plus accrued and unpaid interest to, but excluding, the redemption date (subject to the right of holders of record of the Notes on the relevant record date to receive interest due on the relevant interest payment date).

The Company has the option to redeem the 5.000% Notes, in whole or in part, at any time, at a redemption price of 102.500%, 101.250%, and 100% during the 12-month periods commencing on October 1, 2023, 2024 and 2025 and thereafter,

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respectively, plus accrued and unpaid interest to the redemption date. The Company has the option to redeem the 5.250% Notes, in whole or in part, at any time on or after October 1, 2025, at a redemption price of 102.625%, 101.750%, 100.875%, and 100% during the 12-month periods commencing on October 1, 2025, 2026, 2027 and 2028 and thereafter, respectively, plus accrued and unpaid interest to the redemption date.

On April 6, 2021, the Company issued \$ 1.2 billion aggregate principal amount of 5.125% senior notes due 2029 (the "5.125% Notes"). Interest is payable on the 5.125% Notes semi-annually in arrears at annual rates of 5.125% on April 15 and October 15 of each year. The 5.125% Notes will mature on April 15, 2029.

On or after April 15 of the relevant year listed below, the Company may redeem some or all of the 5.125% Notes at the prices listed below, plus accrued and unpaid interest, if any, to, but not including, the redemption date (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date): 2024 at a redemption price of 102.563%, 2025 at a redemption price of 101.281% and 2026 and thereafter at a redemption price of 100%.

The senior unsecured notes are the Company's senior unsecured obligations and are jointly and severally unconditionally guaranteed on a senior unsecured basis by the Company's domestic material subsidiaries, subject to certain limitations, that guarantee the Company's Senior Secured Credit Facilities pursuant to supplemental indentures governing each applicable series of senior unsecured notes. The indentures governing the senior unsecured notes contain customary events of default, including, among other things, payment default, exchange default, failure to provide certain notices thereunder and certain provisions related to bankruptcy events. The indentures governing the senior unsecured notes also contains customary high yield affirmative and negative covenants, including negative covenants that, among other things, limit the Company and its restricted subsidiaries' ability to incur additional indebtedness, create liens on, sell or otherwise dispose of assets, engage in certain fundamental corporate changes or changes to lines of business activities, make certain investments or material acquisitions, engage in sale-leaseback or hedging transactions, repurchase common stock, pay dividends or make similar distributions on capital stock, repay certain indebtedness, engage in certain affiliate transactions and enter into agreements that restrict their ability to create liens, pay dividends or make loan repayments. If the senior unsecured 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.

**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 June 30, 2024 and December 31, 2023 was \$2.48 billion and \$2.47 billion, respectively. Management's fair value estimates were based on quoted prices for recent trades of the Company's long-term debt, quoted prices for similar instruments, and inquiries with certain investment communities.

## 6. TRADE RECEIVABLES FACILITY

The Company maintains a trade receivables facility (the "T/R Facility") pursuant to which the Company's wholly-owned, bankruptcy-remote subsidiary NCR Receivables LLC (the "U.S. SPE") may sell certain trade receivables acquired by it from the Company and other affiliates of the Company to PNC Bank, National Association, MUFG Bank, Ltd. and any other unaffiliated purchasers from time to time party to the T/R Facility (the "Purchasers"). The T/R Facility was most recently amended on October 16, 2023 in connection with the Spin-Off in order to, among other things, (i) extend the scheduled maturity by two years, (ii) provide for the repurchase by each of Cardtronics USA, Inc., ATM National, LLC and Cardtronics Canada Holdings Inc. (the "Released Originators") of its outstanding receivables then subject to the T/R Facility, (iii) assign to the Company and NCR Canada Corp., as applicable, all obligations of the Released Originators under the T/R Facility and release each such Released Originator from all of its obligations thereunder, and (iv) adjust the factors used to determine the availability of capital for investment in the pool of receivables by Purchasers.

Under the T/R Facility, the Company and one of its Canadian operating subsidiaries continuously sell their trade receivables as they are originated to the U.S. SPE or a Canadian bankruptcy-remote special purpose entity (collectively with the U.S. SPE, the "SPEs"), as applicable. None of the assets or credit of the SPEs is available to satisfy the debts and obligations owed to the creditors of the Company or any other person until the obligations of the SPEs under the T/R Facility have been satisfied. In addition, the obligations of the SPEs under T/R Facility are solely the obligations of the SPEs and not of any other person, and such obligations are generally payable out of collections on the trade receivables owned by such SPEs. The Company controls and therefore consolidates the SPEs in its consolidated financial statements.

As cash is collected on the trade receivables, the U.S. SPE has the ability to continuously transfer ownership and control of new qualifying trade receivables to the Purchasers such that the total outstanding balance of trade receivables sold can be up to \$300 million at any point in time, which is the maximum purchase commitment of the Purchasers. The future outstanding balance of trade receivables that are sold is expected to vary based on the level of activity and other factors and could be less.

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

than the maximum purchase commitment of \$300 million. The total outstanding balance of trade receivables that were sold to the Purchasers and derecognized by the U.S. SPE was approximately \$300 million and \$288 million as of June 30, 2024 and December 31, 2023, respectively. Excluding the trade receivables sold to the Purchasers, the SPEs collectively owned \$97 million and \$107 million of trade receivables as of June 30, 2024 and December 31, 2023, respectively, and these amounts are included in Accounts receivable, net in the Company's Condensed Consolidated Balance Sheets.

Continuous cash activity related to the T/R Facility is reflected in Net cash provided by operating activities in the Consolidated Statements of Cash Flows. The U.S. SPE incurs fees under the T/R Facility, including fees due and payable to the Purchasers. Those fees, which are immaterial, are recorded within Other income (expense), net in the Condensed Consolidated Statements of Operations. In addition, each of the SPEs has provided a full recourse guarantee in favor of the Purchasers of the full and timely payment of all trade receivables sold to them by the U.S. SPE. The guarantee is secured by all the trade receivables owned by each of the SPEs that have not been sold to the Purchasers. The reserve recognized for this recourse obligation as of June 30, 2024 is not material.

The Company, or in the case of any Canadian trade receivables, NCR Canada Corp., continues to be involved with the trade receivables even after they are transferred to the SPEs (or further transferred to the Purchasers) by acting as servicer. In addition to any obligations as servicer, the Company and each of its subsidiaries that may from time to time act as an originator under the T/R Facility provide the SPEs with customary recourse in respect of (i) certain dilutive events with respect to the trade receivables sold to the SPEs that are caused by the Company or other applicable originators and (ii) in the event of certain violations by the Company or other applicable originators of their respective representations and warranties with respect to the trade receivables sold to the SPEs. The Company guarantees that any of its subsidiaries (other than the SPEs) party to the T/R Facility will duly and punctually perform its obligations under the T/R Facility (whether as servicer or as originator). These servicing and originator liabilities of the Company and any such subsidiaries (other than the SPEs) under the T/R Facility are not expected to be material given the high quality of the customers underlying the receivables and the anticipated short collection period.

The T/R Facility includes other customary representations and warranties, affirmative and negative covenants and default and termination provisions, which provide for the acceleration of amounts owed to the Purchasers thereunder in circumstances including, but not limited to, failure to pay capital or yield on 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.

## **7. 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 from continuing operations was \$24 million for the three months ended June 30, 2024 compared to income tax expense of \$7 million for the three months ended June 30, 2023. The change was primarily driven by an unfavorable mix of earnings between our US and non-US jurisdictions in the three months ended June 30, 2024 compared to the prior year. Additionally, the Company recognized higher discrete tax expenses in the three months ended June 30, 2024.

Income tax expense was \$10 million for the six months ended June 30, 2024 compared to income tax expense of \$ 12 million for the six months ended June 30, 2023. The change in tax expense was impacted by the mix of earnings between our US and non-US jurisdictions.

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

## 8. STOCK COMPENSATION PLANS

As of June 30, 2024, the Company's stock-based compensation consisted of restricted stock units, employee stock purchase plan and stock options. Stock-based compensation expense for the following periods were:

In millions	Three months ended June 30		Six months ended June 30	
	2024	2023	2024	2023
Restricted stock units	\$ 13	\$ 23	\$ 25	\$ 44
Stock options	—	—	—	2
Employee stock purchase plan	1	2	2	4
Stock-based compensation expense	14	25	27	50
Tax benefit (expense)	(1)	(3)	—	(3)
Stock-based compensation expense (net of tax)	\$ 13	\$ 22	\$ 27	\$ 47

Stock-based compensation expense is recognized in the Condensed Consolidated Financial Statements based upon fair value.

On March 15, 2024, the Company granted market-based restricted stock units vesting on March 15, 2027. The fair value of the awards was determined based on the grant date fair value and will be recognized over the requisite service period.

The table below details the significant assumptions used in determining the fair value of the market-based restricted stock units granted on March 15, 2024:

Dividend yield	— %
Risk-free interest rate	4.44 %
Expected volatility	60.37 %

Expected volatility for these restricted stock units is calculated as the historical volatility of the Company's stock over a period of approximately three years, as management believes this is the best representation of prospective trends. The risk-free interest rate was determined based on a three year U.S. Treasury yield curve in effect at the time of the grant.

As of June 30, 2024, the total unrecognized compensation cost of \$ 74 million related to unvested restricted stock grants is expected to be recognized over a weighted average period of approximately 1.1 years. As of June 30, 2024, all stock option grants have vested.

**Employee Stock Purchase Plan** The Company's Employee Stock Purchase Plan ("ESPP") provides 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 the Company'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 June 30, 2024, employees purchased 0.3 million shares, at a discounted price of \$ 10.50. For the three months ended June 30, 2023, employees purchased 0.3 million shares, at a discounted price of \$ 19.93.

## 9. EMPLOYEE BENEFIT PLANS

### ***Employer Contributions***

**Pension** For the three and six months ended June 30, 2024, the Company contributed \$2 million and \$5 million, respectively, to its international pension plans. The Company anticipates contributing an additional \$8 million to its international pension plans for a total of \$ 13 million in 2024. Following the Spin-Off, NCR Atleos assumed the U.S. and certain international pension plan assets and liabilities, along with the associated deferred costs in accumulated other comprehensive loss, which were previously sponsored by the Company. Pursuant to the terms of the Spin-Off transaction documents, the Company is required to contribute 50% of the annual costs of the U.S. pension plan to NCR Atleos to the extent NCR Atleos contributes more than \$ 40 million on an annual basis beginning with the plan year ending December 31, 2024.

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

**Postemployment** For the three and six months ended June 30, 2024, the Company contributed \$ 17 million and \$25 million, respectively, to its postemployment plan. The Company anticipates contributing an additional \$26 million to its postemployment plan for a total of \$ 51 million in 2024. During the three and six months ended June 30, 2024, the Company recorded \$20 million and \$30 million, respectively, of employee related costs in accordance with ASC 712, *Employers' Accounting for Postemployment Benefits*, when a severance liability was determined to be probable and estimable.

#### **10. COMMITMENTS AND CONTINGENCIES**

In the normal course of business, the Company 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, patents or other intellectual property, data privacy and security, product liability, commercial disputes and regulatory compliance, among others. Additionally, the Company 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 the Company or could have an impact on the Company'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 Kalamazoo River environmental matter and other matters discussed above and below, and to comply with applicable laws and regulations, will not exceed the amounts reflected in the 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.

**Other Litigation** In November 2015, several participants and beneficiaries in five "nonqualified" deferred compensation retirement plans sponsored by the Company (collectively, the "Plans") filed a putative class action lawsuit against the Company and other named defendants. The plaintiffs alleged, among other things, that the Company breached the terms of the Plan agreements when, upon termination of the Plans, the Company paid lump sum payments based on mortality tables and actuarial calculations. In September 2017, the court certified a class.

On February 6, 2024, the court entered summary judgment in favor of the plaintiffs, finding that the Company breached the terms of the Plans when it paid the lump sums in lieu of actuarially equivalent replacement life annuities and ordered that the Company provide class members the amount reflecting the difference between the lump sums they received and the cost of the replacement life annuities. The court further ordered the parties to brief as to what the appropriate relief should have been based on the benefits due to each Plan participant ("Requested Relief Order"). On April 16, 2024, the Company filed its position on the Requested Relief Order.

On June 10, 2024, the Court ruled against the Company's position to the Requested Relief Order, entered a final judgment against the Company, and ordered the Company to calculate the "benefits due" to the Plan participants, including pre-judgment interest, based on the sum that would have been sufficient to allow each participant to purchase a replacement annuity using discount rates prescribed by the Pension Benefit Guaranty Corporation in effect as of the February 25, 2013 termination date.

The Company intends to contest this matter vigorously. On July 2, 2024, the Company filed a notice of appeal. Given that an estimate or range of possible loss was not ordered in this equitable judgment and moreover cannot be determined at this time in light of the uncertainty regarding the ultimate form of relief and complexities in the methodology and quantification of loss, if any, the parties stipulated to a \$45 million supersedeas bond, which is an amount the Company believes may not be correlated to the actual loss (if any) but will nonetheless allow the Company to seek a stay of execution of this equitable judgement pending appeal. Any amount sustained following an appeal of this matter is subject to an indemnity obligation by NCR Atleos to contribute 50% of any award. The Company has concluded that, as of June 30, 2024, a loss is reasonably possible but that an estimate or range of possible loss cannot be determined at this time given uncertainty regarding the ultimate form of relief and complexities in the methodology and quantification of damages, if any.

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

**Environmental Matters** The Company's facilities and operations are subject to a wide range of environmental protection laws, and the Company 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, the Company 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. Following the Spin-Off, the Company will retain the responsibility to manage the identified environmental liabilities and remediations, subject however to an indemnity obligation by NCR Atleos to contribute 50% of the costs of certain environmental liabilities after an annual \$ 15 million funding threshold is met. Other than the Kalamazoo River matter discussed below, we currently do not anticipate material expenses and liabilities from these environmental matters.

**Fox River** The Company was one of eight entities that was formally notified by governmental and other entities that it was a PRP 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 Company 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, and carbonless copy paper "broke" the Company allegedly sold to other mills as raw material. In 2017, the Company entered into a Consent Decree with the federal and state governments for the clean-up of the Fox River, which was approved on August 22, 2017 by the federal district court in Wisconsin presiding over this matter. The Consent Decree resolved the Company's disputes with the enforcement agencies as well as the other PRPs.

All litigation relating to the contribution and enforcement of remediation obligations on the Fox River has been concluded. On October 3, 2022, the Environmental Protection Agency issued the Company a Certificate of Completion certifying that all of the Company's remedial obligations under the Consent Decree have been completed.

The cost of the Fox River remediation has been shared with three parties (the previously reported API having fully satisfied its obligations in 2016, and is now bankrupt): B.A.T. Industries p.l.c. ("BAT") as co-obligor, and AT&T Corp. ("AT&T") and Nokia (as the successor to Lucent Technologies and Alcatel-Lucent USA) as indemnitors. Under a 1998 Cost Sharing Agreement and subsequent 2005 arbitration award (collectively, the "Cost Sharing Agreement"), from 2008 through 2014, BAT paid 60% of the cost of the Fox River clean-up and natural resource damages ("NRD"). Pursuant to a September 30, 2014 Funding Agreement (the "Funding Agreement") BAT funded 50% of the Company's Fox River remediation costs from October 1, 2014 forward; the Funding Agreement also provides the Company contractual avenues for a future payment of, via direct and third-party sources, (1) the difference between BAT's 60% obligation under the Cost Sharing Agreement on the one hand and their ongoing (since September 2014) 50% payments under the Funding Agreement on the other, and (2) the difference between the amount the Company received under the Funding Agreement and the amount owed to it under the Cost Sharing Agreement for the period from April 2012 through September 2014 (collectively, the "Funding Agreement Receivable"). Pursuant to a 2015 Letter Agreement, the Company's contractual avenue for direct payment by BAT was effectively stayed pending completion of other unrelated lawsuits by BAT against third-parties. As of June 30, 2024 and December 31, 2023, the Funding Agreement Receivable was approximately \$54 million and was included in Other assets in the Condensed Consolidated Balance Sheets. The timing of collection of sums related to the receivable is uncertain, subject and pursuant to the terms of the Funding Agreement and related agreements. This receivable is not taken into account in calculating the Company's Fox River remaining reserve.

Additionally, under a 1996 Divestiture Agreement, the Company, AT&T and Nokia have mutual several (not joint) responsibility for indemnifying each other for certain environmental matters, including the Fox River and the Kalamazoo River discussed below, after defined dollar expenditures are met. AT&T and Nokia have been reimbursing the Company for certain portions of the amounts paid by the Company for the Fox River matter over the defined threshold for Fox River subject to certain offsets for insurance recoveries and net tax benefits (the "Divestiture Agreement Offsets"). The Divestiture Agreement governs certain aspects of AT&T's divestiture of the Company and Lucent Technologies. Those companies have generally made the payments requested of them by the Company on an ongoing basis. The Company, AT&T and Nokia are currently discussing a final reconciliation of the Divestiture Agreement Offsets, but the timing for a final resolution is uncertain.

The final reconciliation of the Funding Agreement Receivable and the Divestiture Agreement Offsets could result in additional expenditures and liabilities for the Company that could be material. As of June 30, 2024 and December 31, 2023, we have no remaining liability for environmental remedial obligations for the Fox River matter. As of June 30, 2024 and December 31, 2023, the liability subject to final reconciliation with indemnitors under the Divestiture Agreement was approximately \$22 million.

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

**Kalamazoo River** In November 2010, The United States Environmental Protection Agency (“USEPA”) issued a “general notice letter” to the Company 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 the Company 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 sought to require that the Company and other defendants pay a “fair portion” of these companies’ costs and also alleged that the Company was 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 and in September 2013 the court issued a decision that held the Company 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).

In a ruling issued in March 2018, the court addressed responsibility for the costs that GP had incurred in the past, totaling to approximately \$ 50 million (GP had sought approximately \$105 million, but \$55 million of those claims were removed by the court upon motions filed by the Company and other parties). The Company 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 entered a judgment in the case in June 2018, in which it indicated that it would not allocate future costs, but would enter a declaratory judgment that the four companies together had responsibility for future costs, in amounts and shares to be determined. In July 2018, the Company appealed to the United States Court of Appeals for the Sixth Circuit both the 2013 court decision and the 2018 court decision.

During the pendency of the Sixth Circuit appeal, the Company negotiated a settlement of the Kalamazoo River matter with the USEPA and other government agencies. In December 2019, the Company entered into a Consent Decree and in December 2020, the District Court approved the Consent Decree, which resolved the foregoing litigation associated with the Kalamazoo River clean-up, including the Sixth Circuit appeal. The Consent Decree requires the Company to pay GP its 40% share of past costs, to pay the USEPA and state agencies their past and future administrative costs. It also required the Company to dismiss its Sixth Circuit appeal. The Consent Decree further requires the Company to take responsibility for the remediation of a portion, but not all, of the Kalamazoo River. The Consent Decree provides the Company protection from other PRPs, including GP, seeking contribution for their costs associated with the clean-up anywhere on the river, thereby resolving the allocation of future costs left unresolved by the June 2018 judgment.

The Company believes it has meritorious claims to recover certain Kalamazoo River remediation expenses from BAT under the Cost Sharing Agreement, discussed above, as the river is a “future site” under the agreement. To date, BAT disputes that the Kalamazoo River is a “future site.” In February 2023, the Company filed an action against BAT in the Southern District of New York seeking a declaration that the Kalamazoo River is a “future site” under the Cost Sharing Agreement. In December 2022, the Company met the contractual threshold set forth in the 1996 Divestiture Agreement and as a result also has indemnity or reimbursement claims against AT&T and Nokia.

In November 2023, the USEPA issued a conditional approval for a work plan to remediate one area of the Kalamazoo River (referred to by USEPA as Area 4) for which the Company has remediation responsibility. The conditional approval provided the Company with sufficient information to estimate the cost of the first phase of remediation for this area of the river and necessitated an increase in the Kalamazoo reserve. Subsequently, USEPA provided further clarification about the conditions with respect to completing the second phase of the work plan that could substantially increase the costs of remediation. The Company does not believe the scope of work for this second phase is its responsibility under the Consent Decree or the National Contingency Plan. On March 29, 2024, the Company filed a Notice of Dispute with the USEPA objecting to the scope of work for Area 4 as being inconsistent with the National Contingency Plan and contrary to the requirements of the Consent Decree. In June 2024, the Company reached a tentative agreement with the USEPA that will satisfactorily address the Company’s cost concerns, subject to agreement on a final work plan. If an Area 4 work plan cannot be finalized, the costs to remediate Area 4 could increase substantially.

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

As of June 30, 2024 and December 31, 2023, the total reserve for Kalamazoo was \$ 145 million and \$141 million, respectively. The reserve is reported on a basis that is net of expected contributions from the Company's co-obligors and indemnitees, subject to when the applicable threshold is reached. While the Company believes its co-obligors' and indemnitees' obligations are as previously reported, the reserve reflects changes in positions taken by some of those co-obligors and indemnitees with respect to the Kalamazoo River. The contributions from its co-obligors and indemnitees are expected to range from \$70 million to \$155 million and the Company will continue to pursue such contribution.

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 the Company's potential liability remains subject to many uncertainties, notwithstanding the settlement of this matter and related Consent Decree noted above, particularly in as much as remedy decisions and cost estimates will not be generated until times in the future and as most of the work to be performed will take place through the 2030s. 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 reserve the Company has taken to discontinued operations reflected in this paragraph could more than approximately double the reflected reserve.

**Environmental-Related Insurance Recoveries** In connection with the Fox River, Kalamazoo River and other environmental sites, through June 30, 2024, the Company has received a combined gross total of approximately \$212 million in settlements reached with various of its 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 either the Fox River or the Kalamazoo River site. Some of the settlements are directed to defense costs and some are directed to indemnity; some settlements cover both defense costs and indemnity. The Company does not anticipate that further material insurance recoveries specific to Kalamazoo River remediation costs will be available to it, but it has recovered some amounts as a result of settlement discussions with certain carriers. 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. The Company records environmental provisions when it is probable that a liability has been incurred and the amount or range of the liability is reasonably estimable; in accordance with accounting guidance, where liabilities are not expected to be quantifiable or estimable for a period of years, the estimated costs of investigating those liabilities are recorded as a component of the reserve for that particular site. 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 the Company'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 indemnitees 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, the Company 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, the Company 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. The Company believes the likelihood of having to perform under any such guarantee is remote. As of June 30, 2024 and December 31, 2023, the Company had no material obligations related to such guarantees, and therefore its Condensed Consolidated Financial Statements do not have any associated liability balance.

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

The Company 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. Warranty reserve liabilities are presented in Other current liabilities and Other liabilities in the Consolidated Balance Sheets.

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.

In addition, the Company provides its customers with certain indemnification rights, subject to certain limitations and exceptions. In some cases, the Company agrees to defend and indemnify its customers from third-party lawsuits alleging patent or other infringement of Company solutions based on its customers' use of them. On limited occasions the Company will undertake to indemnify a customer for business, rather than contractual, reasons. From time to time, the Company 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, certain limitations to liability and indemnity exclusions that appear in certain of the Company's agreements, and the specific facts and circumstances involved with each particular agreement. Historically, the Company has not recorded a liability in connection with these indemnifications. From time to time the Company has provided indemnification under these circumstances, none of which has resulted in material liabilities, and the Company expects these indemnities will continue to arise in the future.

**Purchase Commitments** The Company has purchase commitments for materials, supplies, services, and property, plant and equipment as part of the normal course of business. This includes a long-term service agreement with Accenture, under which many of the Company's key transaction processing activities and functions are performed.

#### **11. SERIES A CONVERTIBLE PREFERRED STOCK**

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. Beginning in the first quarter of 2020, dividends are payable in cash or in-kind at the option of the Company. If the Company does not declare and pay a dividend, the dividend rate will increase to 8.0% per annum until all accrued but unpaid dividends have been paid in full. During the three months ended June 30, 2024 and 2023, the Company paid cash dividends of \$4 million. During the six months ended June 30, 2024 and 2023, the Company paid cash dividends of \$8 million.

Prior to the close of business on October 17, 2023, the Series A Convertible Preferred Stock was 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 a result of the Spin-Off, the conversion rate of the Series A Convertible Preferred Stock was adjusted pursuant to its terms to 57.5601 shares of common stock per share of Series A Convertible Preferred Stock, effective immediately after the close of business on October 17, 2023. As of June 30, 2024 and December 31, 2023, 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 15.9 million shares.

#### **12. EARNINGS PER SHARE**

Basic earnings per share ("EPS") is calculated by dividing net income or loss attributable to NCR Voyix, less any dividends (declared or cumulative undeclared), deemed dividends, accretion or decretion, 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 evaluate and reflect the maximum potential dilution, for each issue or series of issues of potential common shares in sequence from the most dilutive to the least dilutive. We adjust the numerator used in the basic EPS computation, subject to anti-dilution requirements, to add back the dividends (declared or cumulative undeclared) applicable to the Series A Convertible Preferred Stock. Such add-back would also include any adjustments to equity in the period to accrete the Series A Convertible Preferred Stock to its redemption price, or recorded upon a redemption or induced conversion. We adjust the denominator used in the basic EPS computation, subject to anti-dilution requirements, to include the dilution from

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

potential shares resulting from the issuance of the Series A Convertible Preferred Stock, restricted stock units, and stock options.

The holders of Series A Convertible Preferred Stock, unvested restricted stock units and stock options do not have non-forfeitable 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 8, "Stock Compensation Plans", for share information on the Company's stock compensation plans.

The components of basic and diluted earnings (loss) per share are as follows:

In millions, except per share amounts	Three months ended June 30		Six months ended June 30	
	2024	2023	2024	2023
<b>Numerator:</b>				
Income (loss) from continuing operations	\$ (74)	\$ (51)	\$ (113)	\$ (123)
Series A convertible preferred stock dividends	<u>(4)</u>	<u>(4)</u>	<u>(8)</u>	<u>(8)</u>
<b>Income (loss) from continuing operations attributable to NCR Voyix common stockholders</b>	<b>(78)</b>	<b>(55)</b>	<b>(121)</b>	<b>(131)</b>
Income (loss) from discontinued operations, net of tax	1	68	—	147
<b>Net income (loss) attributable to NCR Voyix common stockholders</b>	<b>\$ (77)</b>	<b>\$ 13</b>	<b>\$ (121)</b>	<b>\$ 16</b>
<b>Denominator:</b>				
Basic and diluted weighted average number of shares outstanding	145.0	140.4	144.3	140.0
<b>Basic and diluted earnings (loss) per share:</b>				
From continuing operations	\$ (0.54)	\$ (0.39)	\$ (0.84)	\$ (0.94)
From discontinued operations	<u>0.01</u>	<u>0.48</u>	<u>—</u>	<u>1.05</u>
<b>Total basic and diluted earnings per share</b>	<b>\$ (0.53)</b>	<b>\$ 0.09</b>	<b>\$ (0.84)</b>	<b>\$ 0.11</b>

For the three months ended June 30, 2024, due to the net loss from continuing operations attributable to NCR Voyix common stockholders, potential common shares that would have caused dilution, such as the Series A Convertible Preferred Stock, restricted stock units and stock options, have been excluded from the diluted share count because their effect would have been anti-dilutive. The weighted average outstanding shares of common stock were not adjusted by 15.9 million for the as-if converted Series A Preferred Stock because their effect would have been anti-dilutive. Additionally, weighted average restricted stock units and stock options of 10.4 million were excluded from the diluted share count because their effect would have been anti-dilutive.

For the three months ended June 30, 2023, shares related to the as-if converted Series A Convertible Preferred Stock of 9.2 million were excluded from the diluted share count because their effect would have been anti-dilutive. Additionally, weighted average restricted stock units and stock options of 14.2 million were excluded from the diluted share count because their effect would have been anti-dilutive.

For the six months ended June 30, 2024, due to the net loss from continuing operations attributable to NCR Voyix common stockholders, potential common shares that would have caused dilution, such as the Series A Convertible Preferred Stock, restricted stock units and stock options, have been excluded from the diluted share count because their effect would have been anti-dilutive. The weighted average outstanding shares of common stock were not adjusted by 15.9 million for the as-if converted Series A Preferred Stock because their effect would have been anti-dilutive. Additionally, for the six months ended June 30, 2024, weighted average restricted stock units and stock options of 10.3 million were excluded from the diluted share count because their effect would have been anti-dilutive.

For the six months ended June 30, 2023, shares related to the as-if converted Series A Convertible Preferred Stock of 9.2 million were excluded from the diluted share count because their effect would have been anti-dilutive. Additionally, for the six months ended June 30, 2023, weighted average restricted stock units and stock options of 14.7 million were excluded from the diluted share count because their effect would have been anti-dilutive.

### **13. DERIVATIVES AND HEDGING INSTRUMENTS**

The Company is exposed to certain risks arising from both our business operations and economic conditions. We principally manage exposures to a wide variety of business and operational risk through management of core business activities. We manage interest rate risk associated with our floating rate-debt by managing the amount, sources, and duration of debt funding and the use of derivative financial instruments. The Company has historically used interest rate cap agreements or interest rate swap contracts ("Interest Rate Derivatives") to manage differences in the amount, timing and duration of known or expected cash payments related to our existing TLA Facility agreements.

Further, a substantial portion of our operations and revenue occur outside the United States and, as such, the Company has exposure to approximately 30 functional currencies. Our results can be significantly impacted, both positively and negatively, by changes in foreign currency exchange rates. The Company seeks to mitigate such impact by hedging its foreign currency transaction exposure using foreign currency forward and option contracts. We do not enter into hedges for speculative purposes.

The Company assesses, both at inception of the hedge and on an ongoing basis, whether derivatives used as hedging instruments are highly effective in offsetting the changes in the fair value or cash flow of the hedged items. If it is determined that a derivative is not highly effective as a hedge or ceases to be highly effective, the Company discontinues hedge accounting prospectively.

**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. In the longer term (greater than 15 months), the subsidiaries are still subject to the effect of translating the functional currency results to United States Dollars. 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 the Company's marketing units and the foreign currency denominated inputs to our manufacturing units. If the hedge is designated as a highly effective cash flow hedge, the gains or losses are deferred into accumulated other comprehensive income ("AOCI"). The gains or losses from derivative contracts that are designated as highly effective cash flow hedges related to inventory purchases are recorded in cost of products when the inventory is sold to an unrelated third party. Otherwise, they are recorded in earnings when the exchange rates change. As of June 30, 2024 and December 31, 2023, the balance in AOCI related to foreign exchange derivative transactions was zero.

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.

**Interest Rate Risk** The Company designates Interest Rate Derivative contracts as cash flow hedges of forecasted transactions when they are determined to be highly effective at inception.

We utilize interest rate swap contracts or interest rate cap agreements to add stability to interest cost and to manage exposure to interest rate movements as part of our interest rate risk management strategy. Payments and receipts related to Interest Rate Derivatives are included in cash flows from operating activities in the Condensed Consolidated Statements of Cash Flows.

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

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

In millions	Fair Values of Derivative Instruments					
	June 30, 2024					
	Balance Sheet Location	Notional Amount	Fair Value	Balance Sheet Location	Notional Amount	Fair Value
<b>Derivatives not designated as hedging instruments</b>						
Foreign exchange contracts	Prepaid and other current assets	\$ 1		Other current liabilities	\$ —	
<b>Total foreign exchange contracts</b>		<b>\$ 323</b>	<b>\$ 1</b>		<b>\$ 31</b>	<b>\$ —</b>
<b>Total derivatives not designated as hedging instruments</b>						
		<b><u>      \$ 1</u></b>			<b><u>      \$ —</u></b>	

In millions	Fair Values of Derivative Instruments					
	December 31, 2023					
	Balance Sheet Location	Notional Amount	Fair Value	Balance Sheet Location	Notional Amount	Fair Value
<b>Derivatives not designated as hedging instruments</b>						
Foreign exchange contracts	Prepaid and other current assets	\$ 5		Other current liabilities	\$ (4)	
<b>Total foreign exchange contracts</b>		<b>\$ 402</b>	<b>\$ 5</b>		<b>\$ 207</b>	<b>\$ (4)</b>
<b>Total derivatives not designated as hedging instruments</b>						
		<b><u>      \$ 5</u></b>			<b><u>      \$ (4)</u></b>	

**NCR Voyix 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 and six months ended June 30, 2024 and 2023 were as follows:

In millions	Amount of Gain (Loss) Recognized in Other Comprehensive Income (OCI) on Derivative Contracts			Amount of (Gain) Loss Reclassified from AOCI into the Condensed Consolidated Statement of Operations	
	For the three months ended	For the three months ended	Location of (Gain) Loss Reclassified from AOCI into the Condensed Consolidated Statement of Operations	For the three months ended	For the three months ended
	June 30, 2024	June 30, 2023		June 30, 2024	June 30, 2023
<b>Derivatives in Cash Flow Hedging Relationships</b>					
Interest rate contracts	\$ —	\$ 35	Cost of services	\$ —	\$ (19)
Interest rate contracts	\$ —	\$ —	Interest expense	\$ —	\$ (5)
 <b>Amount of Gain (Loss) Recognized in Other Comprehensive Income (OCI) on Derivative</b>					
In millions	For the six months ended June 30, 2024	For the six months ended June 30, 2023	Location of (Gain) Loss Reclassified from AOCI into the Condensed Consolidated Statement of Operations	For the six months ended	For the six months ended
				June 30, 2024	June 30, 2023
<b>Derivatives in Cash Flow Hedging Relationships</b>					
Interest rate contracts	\$ —	\$ 24	Cost of services	\$ —	\$ (34)
Interest rate contracts	\$ —	\$ —	Interest expense	\$ —	\$ (9)
 <b>Amount of Gain (Loss) Recognized in the Condensed Consolidated Statement of Operations</b>					
In millions	Location of Gain (Loss) Recognized in the Condensed Consolidated Statement of Operations			Three months ended June 30	Six months ended June 30
				2024	2023
<b>Derivatives not Designated as Hedging Instruments</b>					
Foreign exchange contracts	Other income (expense), net		\$ (6)	\$ (3)	\$ (12)
Interest rate contracts	Cost of services		\$ —	\$ 14	\$ —

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

The following tables show the impact of the Company's cash flow hedge accounting relationships on the Condensed Consolidated Statement of Operations for the three and six months ended June 30, 2024 and 2023.

In millions	Location and Amount of (Gain) Loss Recognized in Income on Cash Flow Hedging Relationships for the three months ended June 30:			
	Cost of Services		Interest Expense	
	2024	2023	2024	2023
Total amount of expense presented in the Condensed Consolidated Statements of Operations in which the effects of cash flow hedges are recorded	\$ 453	\$ 413	\$ 41	\$ 91
Amount of (gain) loss reclassified from Accumulated other comprehensive loss, net of expense	\$ —	\$ (19)	\$ —	\$ (5)

  

In millions	Location and Amount of (Gain) Loss Recognized in Income on Cash Flow Hedging Relationships for the six months ended June 30:			
	Cost of Services		Interest Expense	
	2024	2023	2024	2023
Total amount of expense presented in the Condensed Consolidated Statements of Operations in which the effects of cash flow hedges are recorded	\$ 916	\$ 828	\$ 80	\$ 174
Amount of (gain) loss reclassified from Accumulated other comprehensive loss, net of expense	\$ —	\$ (34)	\$ —	\$ (9)

Refer to Note 14, "Fair Value of Assets and Liabilities", for further information on derivative assets and liabilities recorded at fair value on a recurring basis.

**Concentration of Credit Risk**

The Company 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. The Company'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 June 30, 2024 and December 31, 2023, we did not have any major concentration of credit risk related to financial instruments.

**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 June 30, 2024 and December 31, 2023 are set forth as follows:

In millions	June 30, 2024			
	Quoted Prices in Active Markets for Identical Assets			
	Total	(Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
<b>Assets:</b>				
Deposits held in money market mutual funds <sup>(1)</sup>	\$ 15	\$ 15	\$ —	\$ —
Foreign exchange contracts <sup>(2)</sup>	1	—	1	—
<b>Total</b>	<b>\$ 16</b>	<b>\$ 15</b>	<b>1</b>	<b>\$ —</b>

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

December 31, 2023

In millions	Quoted Prices in Active Markets for Identical Assets				Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
	Total	(Level 1)		(Level 2)		
<b>Assets:</b>						
Foreign exchange contracts <sup>(2)</sup>	\$ 5	\$ —	\$ —	\$ 5	\$ —	\$ —
<b>Total</b>	<b>\$ 5</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ 5</b>	<b>\$ —</b>	<b>\$ —</b>
<b>Liabilities:</b>						
Foreign exchange contracts <sup>(3)</sup>	\$ 4	\$ —	\$ —	\$ 4	\$ —	\$ —
<b>Total</b>	<b>\$ 4</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ 4</b>	<b>\$ —</b>	<b>\$ —</b>

<sup>(1)</sup>Included in Cash and cash equivalents in the Condensed Consolidated Balance Sheets.

<sup>(2)</sup>Included in Prepaid and other current assets in the Condensed Consolidated Balance Sheets.

<sup>(3)</sup>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 that 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.

We incorporate credit valuation adjustments to appropriately reflect both our own nonperformance risk and the respective counterparty's nonperformance risk in the fair value measurements. In adjusting the fair value of our derivative contracts for the effect of nonperformance risk, we consider the impact of netting and any applicable credit enhancements. We measure the credit risk of our derivative financial instruments that are subject to master netting agreements on a net basis by counterparty portfolio.

Although we have determined that the majority of the inputs used to value our derivatives fall within Level 2 of the fair value hierarchy, the credit valuation adjustments utilize Level 3 inputs to evaluate the likelihood of both our own default and counterparty default. As of June 30, 2024, we determined that the credit valuation adjustments are not significant to the overall valuation of our derivatives and therefore, the valuations are classified in Level 2 of the fair value 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). The Company 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 non-recurring fair value adjustments recorded during the three and six months ended June 30, 2024 and 2023.

**15. ACCUMULATED OTHER COMPREHENSIVE INCOME (LOSS)**

**Changes in Accumulated Other Comprehensive Income ("AOCI") by Component**

In millions	Currency Translation Adjustments	Changes in Employee Benefit Plans		Changes in Fair Value of Effective Cash Flow		Total
		Hedges	Plans	Hedges	Plans	
Balance as of December 31, 2023	\$ (424)	\$ (5)	\$ —	\$ —	\$ (429)	\$ (429)
Other comprehensive income (loss) before reclassifications	(39)	—	—	—	(39)	(39)
Amounts reclassified from AOCI	—	—	—	—	—	—
Net current period other comprehensive (loss) income	(39)	—	—	—	(39)	(39)
<b>Balance as of June 30, 2024</b>	<b>\$ (463)</b>	<b>\$ (5)</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ (468)</b>	<b>\$ (468)</b>

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

**Reclassifications Out of AOCI**

In millions	For the three months ended June 30, 2023				
	Employee Benefit Plans			Effective Cash	
	Amortization of Actuarial Loss (Gain)	Amortization of Prior Service Benefit	Flow Hedge Loss (Gain)	Total	
Affected line in Condensed Consolidated Statement of Operations:					
Cost of products	\$ —	\$ —	\$ —	\$ —	\$ —
Cost of services	(1)	(1)	(19)	(21)	
Selling, general and administrative expenses	—	—	—	—	—
Research and development expenses	—	—	—	—	—
Interest expense	—	—	(5)	(5)	
Total before tax	<u>\$ (1)</u>	<u>\$ (1)</u>	<u>\$ (24)</u>	<u>\$ (26)</u>	
Tax expense				5	
Total reclassifications, net of tax				<u>\$ (21)</u>	
For the six months ended June 30, 2023					
In millions	Employee Benefit Plans			Effective Cash	
	Amortization of Actuarial Loss (Gain)	Amortization of Prior Service Benefit	Flow Hedge Loss (Gain)	Total	
Affected line in Condensed Consolidated Statement of Operations:					
Cost of products	\$ —	\$ —	\$ —	\$ —	\$ —
Cost of services	(2)	(1)	(34)	(37)	
Selling, general and administrative expenses	—	—	—	—	—
Research and development expenses	—	—	—	—	—
Interest expense	<u>\$ —</u>	<u>\$ —</u>	<u>\$ (9)</u>	<u>\$ (9)</u>	
Total before tax	<u>\$ (2)</u>	<u>\$ (1)</u>	<u>\$ (43)</u>	<u>\$ (46)</u>	
Tax expense				10	
Total reclassifications, net of tax				<u>\$ (36)</u>	

**16. SUPPLEMENTAL FINANCIAL INFORMATION**

The components of accounts receivable are summarized as follows:

In millions	June 30, 2024	December 31, 2023
<b>Accounts receivable</b>		
Trade	\$ 369	\$ 363
Other	83	138
Accounts receivable, gross	452	501
Less: allowance for credit losses	(23)	(29)
<b>Total accounts receivable, net</b>	<u>\$ 429</u>	<u>\$ 472</u>

Our allowance for credit losses as of June 30, 2024 and December 31, 2023 was \$ 23 million and \$29 million, respectively. We continue to evaluate our reserves in light of the age and quality of our outstanding accounts receivable as well as risks to specific industries or countries and adjust the reserves accordingly. The impact to our allowance for credit losses for both the three and six months ended June 30, 2024 was an expense of \$4 million. The impact to our allowance for credit losses for the three and six months ended June 30, 2023 was an expense of \$4 million and \$8 million, respectively. The Company recorded write-offs against the reserve for the three and six months ended June 30, 2024 of \$9 million and \$10 million, respectively. The Company recorded recoveries against the reserve for of \$1 million for the three months ended June 30, 2023 and no write-offs against the reserve for the six months ended June 30, 2023.

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

The components of inventory are summarized as follows:

In millions	June 30, 2024	December 31, 2023
<b>Inventories</b>		
Work in process and raw materials	\$ 12	\$ 14
Finished goods	98	109
Service parts	110	127
<b>Total inventories</b>	<b>\$ 220</b>	<b>\$ 250</b>

**17. REVISED 2023 QUARTERLY FINANCIAL STATEMENTS**

As described in Note 1, "Basis of Presentation and Summary of Significant Accounting Policies", in February 2024, the Company identified fraudulent ACH disbursements from a Company bank account. The Company evaluated the impact of the errors and concluded they are not material to any previously issued interim consolidated financial statements. The following table sets forth the Company's results of operations for the three and six months ended June 30, 2023, which have been retrospectively adjusted to reflect NCR Atleos historical financial results as discontinued operations, including the delayed countries that transferred to NCR Atleos during the three and six months ended June 30, 2024, as well as the revision impact of the fraudulent ACH disbursements and other immaterial errors.

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

In millions, except per share amounts	Three months ended June 30, 2023				Six months ended June 30, 2023			
	Discontinued operations		Adjustment	As recasted and revised	Discontinued operations		Adjustment	As recasted and revised
	As reported	As reported	—	As reported	—	As reported	—	As reported
Product revenue	\$ 576	\$ 265	\$ —	\$ 311	\$ 1,097	\$ 498	\$ —	\$ 599
Service revenue	1,410	775	—	635	2,780	1,527	—	1,253
<b>Total revenue</b>	<b>1,986</b>	<b>1,040</b>	<b>—</b>	<b>946</b>	<b>3,877</b>	<b>2,025</b>	<b>—</b>	<b>1,852</b>
Cost of products	478	209	—	269	934	398	—	536
Cost of services	970	557	—	413	1,939	1,111	—	828
Selling, general and administrative expenses	333	169	3	167	625	308	5	322
Research and development expenses	57	15	—	42	121	30	—	91
<b>Total operating expenses</b>	<b>1,838</b>	<b>950</b>	<b>3</b>	<b>891</b>	<b>3,619</b>	<b>1,847</b>	<b>5</b>	<b>1,777</b>
<b>Income (loss) from operations</b>	<b>148</b>	<b>90</b>	<b>(3)</b>	<b>55</b>	<b>258</b>	<b>178</b>	<b>(5)</b>	<b>75</b>
Loss on extinguishment of debt	—	—	—	—	—	—	—	—
Interest expense	(91)	—	—	(91)	(174)	—	—	(174)
Other income (expense), net	(8)	—	—	(8)	(11)	1	—	(12)
<b>Income (loss) from continuing operations before income taxes</b>	<b>49</b>	<b>90</b>	<b>(3)</b>	<b>(44)</b>	<b>73</b>	<b>179</b>	<b>(5)</b>	<b>(111)</b>
Income tax expense (benefit)	30	22	(1)	7	44	31	(1)	12
<b>Income from continuing operations</b>	<b>19</b>	<b>68</b>	<b>(2)</b>	<b>(51)</b>	<b>29</b>	<b>148</b>	<b>(4)</b>	<b>(123)</b>
Income (loss) from discontinued operations, net of tax	(1)	(68)	—	67	(1)	(148)	—	147
<b>Net income (loss)</b>	<b>18</b>	<b>—</b>	<b>(2)</b>	<b>16</b>	<b>28</b>	<b>—</b>	<b>(4)</b>	<b>24</b>
Net income (loss) attributable to noncontrolling interests	(1)	(1)	—	—	—	—	—	—
Net income attributable to noncontrolling interests of discontinued operations	—	1	—	(1)	—	—	—	—
<b>Net income (loss) attributable to NCR Voyix</b>	<b>\$ 19</b>	<b>\$ —</b>	<b>\$ (2)</b>	<b>\$ 17</b>	<b>\$ 28</b>	<b>\$ —</b>	<b>\$ (4)</b>	<b>\$ 24</b>
<b>Amounts attributable to NCR Voyix common stockholders</b>								
Income (loss) from continuing operations	\$ 20			\$ (51)	\$ 29			\$ (123)
Series A convertible preferred stock dividends	(4)			(4)	(8)			(8)
Income (loss) from continuing operations attributable to NCR Voyix	16			(55)	21			(131)
Income (loss) from discontinued operations, net of tax	(1)			68	(1)			147
Net income (loss) attributable to NCR Voyix common stockholders	\$ 15			\$ 13	\$ 20			\$ 16
<b>Income (loss) per share attributable to common stockholders:</b>								
Basic earnings (loss) per share:								
Continuing operations	\$ 0.11			\$ (0.39)	\$ 0.15			\$ (0.94)
Discontinued operations	—			0.48	(0.01)			1.05
Net income attributable to common shareholders	\$ 0.11			\$ 0.09	\$ 0.14			\$ 0.11
Diluted earnings (loss) per share:								
Continuing operations	\$ 0.11			\$ (0.39)	\$ 0.15			\$ (0.94)
Discontinued operations	—			0.48	(0.01)			1.05
Diluted earnings per share attributable to common shareholders	\$ 0.11			\$ 0.09	\$ 0.14			\$ 0.11

There is no impact to the Condensed Consolidated Statements of Comprehensive Income (Loss) for the three and six months ended June 30, 2023, other than the impact to Net income (loss) as presented above. There is no impact to the Condensed Consolidated Statements of Changes in Stockholders' Equity (Deficit) for the three and six months ended June 30, 2023 other than the impact to Retained earnings as a result of the changes in Net income (loss) as presented above.

There is no net impact of the adjustments described above to the Condensed Consolidated Statements of Cash Flows to "Net cash provided by operating activities" for the six months ended June 30, 2023, as the impact to Net income (loss) is offset by the changes to operating assets and liabilities, net of effects of business acquired noted above.

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

**18. SUBSEQUENT EVENTS**

*Sale of Digital Banking Business*

On August 6, 2024, the Company entered into a definitive purchase agreement with an affiliate of The Veritas Capital Fund VIII, L.P. (the "Buyer") pursuant to which the Buyer agreed to purchase the Company's Digital Banking segment businesses (the "Digital Banking Sale"). The purchase price for the transaction is \$2.45 billion in cash, subject to a post-closing adjustment, as well as contingent consideration of up to an additional \$ 100 million in cash upon the achievement of a specified return on the Buyer's invested capital at the time of any future sale. The Digital Banking Sale is expected to close by the end of fiscal year 2024, subject to receipt of necessary regulatory approvals and other customary closing conditions. Following the closing of the Digital Banking Sale, the Company expects to manage and report its businesses in the following two reportable segments: Retail and Restaurants.

*Transition of Hardware Business to ODM Model*

On August 6, 2024, the Company announced its entry into a commercial agreement with Ennoconn Corporation ("Ennoconn") to transition its self-checkout and point-of-sale hardware businesses to an outsourced design and manufacturing model including the sale of certain assets relating to these businesses (the "Hardware Business Transition"). Under the terms of the agreement, Ennoconn will design, manufacture, warrant, supply, and ship self-checkout and point-of-sale hardware directly to the Company's customers and the Company will sell hardware to its customers as a sales agent for Ennoconn and continue to provide its point-of-sale and self-checkout software as well as key support and maintenance services. The Hardware Business Transition is expected to be fully implemented by early 2025 and, as a result of the Hardware Business Transition, the Company expects to record commission revenue from point-of-sale and self-checkout hardware sales as an agent for Ennoconn on a net basis, excluding the costs paid to Ennoconn.

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

The following discussion should be read in conjunction with the Condensed Consolidated Financial Statements and notes thereto included under Item 1. Financial Statements of this Quarterly Report and our Consolidated Financial Statements and notes thereto and related Management's Discussion and Analysis of Financial Condition and Results of Operations included in our Annual Report on Form 10-K for the year ended December 31, 2023 (the "2023 Form 10-K").

Our discussion within MD&A is organized as follows:

- *Overview.* This section contains background information on our company, summary of significant themes and events during the quarter as well as strategic initiatives and trends in order to provide context for management's discussion and analysis of our financial condition and results of operations.
- *Results of operations.* This section contains an analysis of our results of operations presented in the accompanying condensed consolidated statements of income by comparing the results for the three and six months ended June 30, 2024 to the results for the three and six months ended June 30, 2023.
- *Liquidity and capital resources.* This section provides an analysis of our cash flows and a discussion of our contractual obligations at June 30, 2024.

### **OVERVIEW**

#### **BUSINESS OVERVIEW**

NCR Voyix Corporation ("Voyix", "NCR", the "Company", "we" or "us"), which, prior to its name change effective October 13, 2023 was known as NCR Corporation, was originally incorporated in 1884 and is a global provider of digital commerce solutions for retail stores, restaurants and financial institutions. Headquartered in Atlanta, Georgia, we are a software and services-led enterprise technology provider of run-the-store capabilities for retail and restaurants and cloud-based digital solutions for financial institutions, serving businesses of all sizes. Our software platforms, which run in the cloud and include microservices and APIs that integrate with our customers' systems, and our As-a-Service solutions enable an end-to-end technology-based operations solution for our customers. Our offerings include digital first software and services offerings for retailers, restaurants and financial institutions, as well as payments acceptance solutions, multi-vendor connected device services, self-checkout ("SCO") kiosks and related technologies, point of sale ("POS") terminals and other self-service technologies. Our solutions are designed to enable restaurants, retailers, and financial institutions to seamlessly transact and engage with their customers and end users.

#### *Completion of NCR Atleos Spin-Off Transaction*

On October 16, 2023, the Company completed the spin-off ("Spin-Off") of its ATM-focused businesses, including the self-service banking, payments & network and telecommunications and technology businesses, into an independent, publicly traded company, NCR Atleos ("NCR Atleos"), on a tax-free basis. Accordingly, the historical financial results of NCR Atleos are reflected as discontinued operations in the Company's consolidated financial statements. The 2023 presentation of discontinued operations has been updated to reflect the results of operations for the countries that transferred to NCR Atleos in the first quarter of 2024 and excludes the countries that have not yet transferred to NCR Atleos as of June 30, 2024. The results of operations for the countries that have not yet transferred will be presented as part of discontinued operations as of the date of their separation. As of December 31, 2023, there were seven countries that had not yet transferred to NCR Atleos. During the three months ended March 31, 2024, three of these delayed countries transferred to NCR Atleos, and during the three months ended June 30, 2024, two additional delayed countries transferred to NCR Atleos. Refer to Note 2, "Discontinued Operations", in the Notes to Consolidated Financial Statements in Item 1 of this Report, for additional information.

#### *Sale of Digital Banking Business*

On August 6, 2024, the Company entered into a definitive agreement with an affiliate of The Veritas Capital Fund VIII, L.P. (the "Buyer") pursuant to which the Buyer agreed to purchase the Company's Digital Banking segment businesses (the "Digital Banking Sale"). The purchase price for the transaction consists of \$2.45 billion in cash, subject to a post-closing adjustment, as well as contingent consideration of up to an additional \$100 million in cash upon the achievement of a specified return on the Buyer's invested capital at the time of any future sale. The Digital Banking Sale represents the next step in the Company's efforts to streamline its operations to focus specifically on its core software and services offerings for restaurants and retailers.

around the world. The Digital Banking Sale is expected to close by the end of fiscal year 2024, subject to receipt of necessary regulatory approvals and other customary closing conditions. Upon closing of the Digital Banking Sale, the Company expects to use the net proceeds primarily to reduce debt, including outstanding amounts under the term loan facility and Revolving Credit Facility, repurchases of certain senior unsecured notes, and termination of the trade receivables facility.

As a result of the Digital Banking Sale, we expect our Digital Banking segment to be presented as a discontinued operation in the third quarter of fiscal 2024. Following the closing of the Digital Banking Sale, the Company expects to manage and report its businesses in the following two reportable segments: Retail and Restaurants.

#### *Transition of Hardware Business to ODM Model*

On August 6, 2024, the Company announced its entry into a commercial agreement with Ennoconn Corporation (“Ennoconn”) to transition its self-checkout and point-of-sale hardware businesses to an outsourced design and manufacturing model, including the sale of certain assets relating to these businesses (the “Hardware Business Transition”). Under the terms of the agreement, Ennoconn will design, manufacture, warrant, supply and ship self-checkout and point-of-sale hardware directly to the Company’s customers and the Company will sell hardware to its customer as a sales agent for Ennoconn and continue to provide its point-of-sale and self-checkout software as well as key support and maintenance services.

The Hardware Business Transition is expected to be fully implemented by early 2025 and, as a result of the Hardware Business Transition, the Company expects to record commission revenue from point-of-sale and self-checkout hardware sales as an agent for Ennoconn on a net basis, excluding the costs paid to Ennoconn.

#### *Our Segments*

Subsequent to the Spin-Off, the Company manages and reports the following segments:

- *Retail* - Our Retail segment is focused on serving retailers of all sizes, from local businesses to some of the most recognized brands in the world. Our software and solutions connect to a modern technology platform that allows retailers to run their stores like they run their digital channels, improving the experience for their customers. These solutions are designed to improve operational efficiency, sales productivity, customer satisfaction and purchasing decisions; provide secure checkout processes and payment systems; and increase service levels.
- *Restaurants* - Our Restaurants segment is focused on serving restaurants and food service establishments of all sizes, ranging from small and medium-sized businesses to some of the world's top global food service enterprises. Our solution portfolio spans across table-service, quick-service and fast casual industries, providing competitive end-to-end solutions to “run-the-restaurant.” Our solution portfolio offers cloud-based, platform-enabled technology that is designed to improve operational efficiency, increase customer satisfaction, streamline order and transaction processing and reduce operating costs. In addition, we deliver service support, allowing our customers to focus on their core competencies. Our end-to-end services are a strong differentiating factor within the market.
- *Digital Banking* - Our Digital Banking segment serves financial institutions by delivering software solutions which enable a fully integrated digital experience for consumer and business customers across all channels. We serve banks and credit unions in the United States with our cloud-based software solutions including account opening, account management, transaction processing, imaging, and branch services, among others. We are unique in our ability to offer unified banking solutions across digital (application and browser), in-branch and via interactive teller machines (“ITMs”). See our discussion above under “—Sale of Digital Banking Business” for information regarding our expected segments following the Digital Banking Sale.

Corporate and Other includes income and expenses related to corporate functions that are not specifically attributable to any of our three individual reportable segments along with certain non-strategic businesses that are considered immaterial operating segment(s) and certain countries which are expected to transfer to NCR Atleos during the remainder of 2024, as well as commercial agreements with NCR Atleos.

#### **SIGNIFICANT THEMES AND EVENTS**

The following were significant themes and events for the second quarter of 2024.

- Revenue of \$876 million, down 7% compared to the prior year period

- Recurring revenue, increased 2% as compared to the prior year period and comprised 62% of total consolidated revenue
- Software and services revenue, decreased 3% as compared to the prior year period and comprised 75% of total consolidated revenue
- Adjusted EBITDA of \$144 million, down 14% compared to the prior year period

*Cyber Ransomware Incident*

As previously disclosed, on April 13, 2023 the Company determined that a single data center outage impacting certain of its commerce customers was caused by a cyber ransomware incident. Upon such determination, the Company immediately started contacting customers, enacted its cybersecurity protocol and engaged outside experts to contain the incident and begin the recovery process. We concluded that this incident impacted operations for some customers only with respect to specific Aloha cloud-based services and Counterpoint. Our investigation also concluded no financial reporting systems were impacted. As of June 30, 2024, the Company has incurred \$44 million of expenses related to the cyber ransomware incident and has recovered \$20 million under our insurance policies. As of June 30, 2024, we expect to receive an additional \$5 million which was recorded as an insurance receivable. We are still pursuing insurance recoveries for the remaining costs. We may incur additional costs relating to this incident in the future, including expenses to respond to this matter, payment of damages or other costs to customers or others. At this time we do not believe additional costs incurred as a result of the incident will ultimately have a material adverse effect on our business, results of operations or financial condition; however, we remain subject to risks and uncertainties as a result of the incident.

*Out-of-period adjustments*

In the first quarter of 2023, the Company recorded a \$10 million out-of-period adjustment to increase operating expenses and an employee-related liability in order to correct for an understatement of such same balances during the fourth quarter of 2022.

In the second quarter of 2024, the Company recorded an out-of-period correction to decrease revenue by \$10 million, decrease accounts receivable by \$5 million, and increase contract liabilities by \$5 million. The adjustment is not expected to be material to the full year results of operations for 2024.

During the second quarter of 2024, the Company recorded corrections related to the Spin-Off. As of December 31, 2023, total assets were understated by approximately \$12 million, total liabilities were overstated by approximately \$7 million, and total equity was understated by approximately \$19 million. The Company evaluated the impact of these adjustments and concluded they were not material to any previously issued interim or annual consolidated financial statements.

*ACH Disbursements*

In February 2024, the Company identified fraudulent automated clearing house “ACH” disbursements from a Company bank account. The cumulative amount of these disbursements total \$34 million, and during the six months ended June 30, 2024, we recovered \$13 million related to this matter. The Company is pursuing insurance recoveries for the remainder; however, there can be no assurance that the Company will be successful in recovering additional amounts of the unauthorized ACH disbursements from the Company’s insurance providers. Although not materially impacting any previously reported periods, the misstatements resulted in the revision of interim periods in 2023.

**STRATEGIC INITIATIVES AND TRENDS**

As a leading technology company, we seek to maintain our market position by expanding our share of wallet among existing customers and attracting new customers, leveraging our cloud-based, platform-enabled software and services offerings. We believe there is considerable opportunity to grow with new and existing customers as retailers and restaurants are increasingly adopting technology and support services to enhance and transform their operations. As digital adoption becomes increasingly important for businesses to engage with their end-users, we are investing in innovation to attract and retain customers across our segments. Our ability to create experiences that ultimately improve end-user satisfaction through a combination of innovation and service is a competitive strength of the Company. In order to provide long-term value to all our stakeholders, we set complementary business goals and financial strategies. Execution of these is driven by the following key pillars: (i) focus on our customers; (ii) leverage our brand (and global distribution); (iii) support customers through innovation; and (iv) allocate our capital strategically through a cost-disciplined approach to operations. We also plan to continue to improve our execution to drive solid returns and to transform our business to enhance value for all stockholders.

## Macroeconomic Trends

Given the multinational nature of our business, we are subject to risks and exposures from the evolving macroeconomic environment, including the effects of increased global inflationary pressures and interest rates, fluctuations in foreign currency exchange rates, political economic slowdowns or recessions and geopolitical pressures, including the unknown impacts of current and future trade regulations. We continuously monitor the direct and indirect impacts of these circumstances on our business and financial results, as well as the overall global economy and geopolitical landscape. For example, foreign currency exchange rate fluctuations may negatively impact our financial results during the reporting period.

As we continue to execute on our strategy to shift to recurring revenue, our revenues and earnings will become more predictable; however, the broader implications of these macroeconomic events on our business, results of operations and overall financial position, particularly in the short term, remain uncertain.

For further discussion of trends, uncertainties and other factors that could affect our operating results, refer to Part I, Item 1A, "Risk Factors", contained in our 2023 Form 10-K and subsequent filings we make within the SEC.

## Results from Operations

**For the three and six months ended June 30, 2024 compared to the three and six months ended June 30, 2023**

### Consolidated Results

The following tables show our results for the three and six months ended June 30, the relative percentage that those amounts represent to revenue, and the change in those amounts year-over-year.

In millions	Three months ended June 30		Percentage of Revenue <sup>(1)</sup>		Increase (Decrease)
	2024	2023	2024	2023	
Product revenue	\$ 256	\$ 311	29.2 %	32.9 %	(18) %
Service revenue	620	635	70.8 %	67.1 %	(2) %
<b>Total revenue</b>	<b>876</b>	<b>946</b>	<b>100.0 %</b>	<b>100.0 %</b>	<b>(7) %</b>
Product gross margin	24	42	9.4 %	13.5 %	(43) %
Service gross margin	167	222	26.9 %	35.0 %	(25) %
<b>Total gross margin</b>	<b>191</b>	<b>264</b>	<b>21.8 %</b>	<b>27.9 %</b>	<b>(28) %</b>
Selling, general and administrative expenses	140	167	16.0 %	17.7 %	(16) %
Research and development expenses	55	42	6.3 %	4.4 %	31 %
<b>Income (loss) from operations</b>	<b>\$ (4)</b>	<b>\$ 55</b>	<b>(0.5)%</b>	<b>5.8 %</b>	<b>(107) %</b>

In millions	Six months ended June 30		Percentage of Revenue <sup>(1)</sup>		Increase (Decrease)
	2024	2023	2024	2023	
Product revenue	\$ 488	\$ 599	28.1 %	32.3 %	(19) %
Service revenue	1,246	1,253	71.9 %	67.7 %	(1) %
<b>Total revenue</b>	<b>1,734</b>	<b>1,852</b>	<b>100.0 %</b>	<b>100.0 %</b>	<b>(6) %</b>
Product gross margin	57	63	11.7 %	10.5 %	(10) %
Service gross margin	330	425	26.5 %	33.9 %	(22) %
<b>Total gross margin</b>	<b>387</b>	<b>488</b>	<b>22.3 %</b>	<b>26.3 %</b>	<b>(21) %</b>
Selling, general and administrative expenses	271	322	15.6 %	17.4 %	(16) %
Research and development expenses	115	91	6.6 %	4.9 %	26 %
<b>Income (loss) from operations</b>	<b>\$ 1</b>	<b>\$ 75</b>	<b>0.1 %</b>	<b>4.0 %</b>	<b>(99) %</b>

<sup>(1)</sup> The percentage of revenue is calculated for each line item divided by total revenue, except for product gross margin and service gross margin, which are divided by the related component of revenue.

## Key Strategic Financial Metrics

The following tables show our key strategic financial metrics for the three and six months ended June 30, the relative percentage that those amounts represent to total revenue, and the change in those amounts year-over-year.

### Recurring revenue as a percentage of total revenue

	Three months ended June 30		Percentage of Total Revenue		Increase (Decrease)
	2024	2023	2024	2023	
Recurring revenue <sup>(1)</sup>	\$ 544	\$ 535	62.1 %	56.6 %	2 %
All other products and services	332	411	37.9 %	43.4 %	(19) %
<b>Total Revenue</b>	<b>\$ 876</b>	<b>\$ 946</b>	<b>100.0 %</b>	<b>100.0 %</b>	<b>(7) %</b>

In millions	Six months ended June 30		Percentage of Total Revenue		Increase (Decrease)
	2024	2023	2024	2023	
Recurring revenue <sup>(1)</sup>	\$ 1,076	\$ 1,059	62.1 %	57.2 %	2 %
All other products and services	658	793	37.9 %	42.8 %	(17) %
<b>Total Revenue</b>	<b>\$ 1,734</b>	<b>\$ 1,852</b>	<b>100.0 %</b>	<b>100.0 %</b>	<b>(6) %</b>

<sup>(1)</sup> Recurring revenue includes all revenue streams from contracts where there is a predictable revenue pattern that will occur at regular intervals with a relatively high degree of certainty. This includes hardware and software maintenance revenue, cloud revenue, payment processing revenue and certain professional services arrangements as well as term-based software license arrangements that include customer termination rights.

### Revenue by type

In millions	Three months ended June 30		Percentage of Total Revenue		Increase (Decrease)
	2024	2023	2024	2023	
Software and services revenue	\$ 656	\$ 679	74.9 %	71.8 %	(3) %
Hardware revenue	220	267	25.1 %	28.2 %	(18) %
<b>Total Revenue</b>	<b>\$ 876</b>	<b>\$ 946</b>	<b>100.0 %</b>	<b>100.0 %</b>	<b>(7) %</b>

In millions	Six months ended June 30		Percentage of Total Revenue		Increase (Decrease)
	2024	2023	2024	2023	
Software and services revenue	\$ 1,318	\$ 1,323	76.0 %	71.4 %	— %
Hardware revenue	416	529	24.0 %	28.6 %	(21) %
<b>Total Revenue</b>	<b>\$ 1,734</b>	<b>\$ 1,852</b>	<b>100.0 %</b>	<b>100.0 %</b>	<b>(6) %</b>

### Net income (loss) from continuing operations attributable to NCR Voyix and Adjusted EBITDA<sup>(2)</sup> as a percentage of total revenue

In millions	Three months ended June 30		Percentage of Total Revenue		Increase (Decrease)
	2024	2023	2024	2023	
Net income (loss) from continuing operations attributable to NCR Voyix	\$ (74)	\$ (51)	(8.4)%	(5.4)%	(45) %
Adjusted EBITDA	\$ 144	\$ 168	16.4 %	17.8 %	(14) %

<sup>(2)</sup> Refer to our definition of Adjusted EBITDA in the section entitled "Non-GAAP Financial Measures and Use of Certain Terms."

In millions	Six months ended June 30		Percentage of Total Revenue		Increase (Decrease)	
	2024	2023	2024	2023	2024 vs 2023	
Net income (loss) from continuing operations attributable to NCR	\$ (113)	\$ (123)	(6.5)%	(6.6)%	(8) %	
Adjusted EBITDA	\$ 265	\$ 286	15.3 %	15.4 %	(7) %	

**Non-GAAP Financial Measures and Use of Certain Terms:**

*Adjusted Earnings Before Interest, Taxes, Depreciation and Amortization ("Adjusted EBITDA")* Our management uses the non-GAAP measure Adjusted EBITDA because it provides useful information to investors as an indicator of strength and performance of the Company's ongoing business operations, including funding discretionary spending such as capital expenditures, strategic acquisitions, and other investments. We determine Adjusted EBITDA based on GAAP net income (loss) from continuing operations attributable to NCR Voyix plus interest expense, net; plus income tax expense (benefit); plus depreciation and amortization (excluding acquisition-related amortization of intangibles); plus stock-based compensation expense; plus other income (expense); plus pension mark-to-market adjustments and other special items, including amortization of acquisition-related intangibles, acquisition-related costs, loss (gain) on disposal of businesses, separation-related costs, cyber ransomware incident recovery costs, net of insurance recoveries, fraudulent ACH disbursements costs, net of recoveries, foreign currency devaluation, transformation and restructuring charges (which includes integration, severance and other exit and disposal costs), and strategic initiative costs, among others. The special items are considered non-operational or non-recurring in nature, so are excluded from the Adjusted EBITDA metric utilized by our chief operating decision maker in evaluating segment performance and are separately delineated to reconcile back to total reported income (loss) from continuing operations attributable to NCR Voyix. 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 our management to make decisions regarding the segments and to assess our financial performance. Refer to the table below for the reconciliations of net income (loss) from continuing operations attributable to NCR Voyix (GAAP) to Adjusted EBITDA (non-GAAP).

Our definitions and calculations of these non-GAAP measures may differ from similarly-titled measures reported by other companies and cannot, therefore, be compared with similarly-titled measures of other companies. These non-GAAP measures should not be considered as substitutes for, or superior to, results determined in accordance with GAAP.

In millions	Three months ended June 30		Six months ended June 30	
	2024	2023	2024	2023
Net income (loss) from continuing operations attributable to NCR Voyix (GAAP)	\$ (74)	\$ (51)	\$ (113)	\$ (123)
Depreciation and amortization (excluding acquisition related amortization of intangibles)	70	61	136	120
Acquisition-related amortization of intangibles	15	18	29	35
Interest expense	41	91	80	174
Interest income	(1)	(3)	(3)	(6)
Acquisition-related costs	—	1	—	1
Income tax expense (benefit)	24	7	10	12
Stock-based compensation expense	14	25	27	50
Transformation and restructuring costs <sup>(1)</sup>	51	3	79	6
Separation costs <sup>(2)</sup>	3	6	8	8
Loss (gain) on disposal of businesses	(7)	(4)	(14)	(7)
Foreign currency devaluation <sup>(3)</sup>	—	—	15	—
Fraudulent ACH disbursements <sup>(4)</sup>	(1)	3	(2)	5
Cyber ransomware incident recovery costs <sup>(5)</sup>	(4)	11	(4)	11
Strategic initiatives <sup>(6)</sup>	13	—	17	—
<b>Adjusted EBITDA (non-GAAP)</b>	<b>\$ 144</b>	<b>\$ 168</b>	<b>\$ 265</b>	<b>\$ 286</b>

<sup>(1)</sup> Represents integration, severance, and other exit and disposal costs which are considered non-operational in nature.

<sup>(2)</sup>Represents costs incurred as a result of the Spin-Off. Professional fees to effect the spin-off of NCR Atleos including separation management, organizational design, and legal fees have been classified within discontinued operations during the three and six months ended June 30, 2023.

<sup>(3)</sup>Represents gains and losses recognized during the quarter due to changes in valuation of the Lebanese pound and the Egyptian pound.

<sup>(4)</sup>Represents company identified fraudulent ACH disbursements from a company bank account, net of recoveries. Additional details regarding this item are discussed in Note 1, "Basis of Presentation and Summary of Significant Accounting Policies".

<sup>(5)</sup>Represents expenses to respond to, remediate and investigate the April 13, 2023 cyber ransomware incident, net of insurance recoveries. Additional details regarding this cyber ransomware incident are discussed in Note 1, "Basis of Presentation and Summary of Significant Accounting Policies".

<sup>(6)</sup>Represents professional fees related to strategic initiatives which are considered non-operational in nature.

## Revenue

In millions	Three months ended June 30		Percentage of Total Revenue		Increase (Decrease)
	2024	2023	2024	2023	
Product revenue	\$ 256	\$ 311	29.2 %	32.9 %	(18) %
Service revenue	620	635	70.8 %	67.1 %	(2) %
<b>Total revenue</b>	<b>\$ 876</b>	<b>\$ 946</b>	<b>100.0 %</b>	<b>100.0 %</b>	<b>(7) %</b>

In millions	Six months ended June 30		Percentage of Total Revenue		Increase (Decrease)
	2024	2023	2024	2023	
Product revenue	\$ 488	\$ 599	28.1 %	32.3 %	(19) %
Service revenue	1,246	1,253	71.9 %	67.7 %	(1) %
<b>Total revenue</b>	<b>\$ 1,734</b>	<b>\$ 1,852</b>	<b>100.0 %</b>	<b>100.0 %</b>	<b>(6) %</b>

Product revenue includes our hardware and software license revenue streams. Service revenue includes hardware and software maintenance revenue, implementation services revenue, cloud revenue, payments processing revenue as well as professional services revenue.

*For the three and six months ended June 30, 2024 compared to the three and six months ended June 30, 2023*

Total revenue decreased 7% for the three months ended June 30, 2024 compared to the three months ended June 30, 2023. Product revenue for the three months ended June 30, 2024 decreased 18% compared to the three months ended June 30, 2023 due to a decline in SCO and POS hardware revenues and a decrease in software license revenues. Service revenue for the three months ended June 30, 2024 decreased 2% compared to the three months ended June 30, 2023 due to a decrease in payment processing services revenue due to the divestiture at the end of 2023.

Total revenue decreased 6% for the six months ended June 30, 2024 compared to the six months ended June 30, 2023. Product revenue for the six months ended June 30, 2024 decreased 19% compared to the six months ended June 30, 2023 due to a decline in SCO and POS hardware revenues partially offset by an increase in software license revenue. Service revenue for the six months ended June 30, 2024 decreased 1% compared to the six months ended June 30, 2023 due to a decrease in payment processing services revenue due to the divestiture at the end of 2023.

## Gross Margin

In millions	Three months ended June 30		Percentage of Revenue <sup>(1)</sup>		Increase (Decrease)
	2024	2023	2024	2023	
Product gross margin	\$ 24	\$ 42	9.4 %	13.5 %	(43) %
Service gross margin	167	222	26.9 %	35.0 %	(25) %
<b>Total gross margin</b>	<b>\$ 191</b>	<b>\$ 264</b>	<b>21.8 %</b>	<b>27.9 %</b>	<b>(28) %</b>

<sup>(1)</sup> The percentage of revenue is calculated for each line item divided by the related component of revenue.

*For the three months ended June 30, 2024 compared to the three months ended June 30, 2023*

Gross margin as a percentage of revenue in the three months ended June 30, 2024 was 21.8% compared to 27.9% in the three months ended June 30, 2023. Gross margin for the three months ended June 30, 2024 included \$24 million of transformation and restructuring costs, \$4 million of stock-based compensation expense and \$5 million of amortization of acquisition-related intangible assets, offset by \$5 million of net recoveries related to the cyber ransomware incident. Gross margin for the three months ended June 30, 2023 included \$1 million of transformation and restructuring costs, \$2 million of stock-based compensation expense, \$11 million of amortization of acquisition-related intangible assets and \$5 million of cyber ransomware incident recovery costs. Excluding these items, gross margin as a percentage of revenue decreased from 2023 to 2024 related to a decline in gross margin related to payments processing services due to the divestiture at the end of 2023.

In millions	Six months ended June 30		Percentage of Revenue <sup>(1)</sup>		Increase (Decrease)
	2024	2023	2024	2023	
Product gross margin	\$ 57	\$ 63	11.7 %	10.5 %	(10) %
Service gross margin	330	425	26.5 %	33.9 %	(22) %
<b>Total gross margin</b>	<b>\$ 387</b>	<b>\$ 488</b>	<b>22.3 %</b>	<b>26.3 %</b>	<b>(21) %</b>

For the six months ended June 30, 2024 compared to the six months ended June 30, 2023

Gross margin as a percentage of revenue in the six months ended June 30, 2024 was 22.3% compared to 26.3% in the six months ended June 30, 2023. Gross margin for the six months ended June 30, 2024 included \$34 million of transformation and restructuring costs, \$7 million of stock-based compensation expense and \$9 million of amortization of acquisition-related intangible assets, offset by \$5 million of net recoveries related to the cyber ransomware incident. Gross margin for the six months ended June 30, 2023 included \$1 million of transformation and restructuring costs, \$5 million of stock-based compensation expense, \$21 million of amortization of acquisition-related intangible assets and \$5 million of cyber ransomware incident recovery costs. Excluding these items, gross margin as a percentage of revenue decreased from 2023 to 2024 related to a decline in gross margin related to payments processing services due to the divestiture at the end of 2023.

#### Selling, General and Administrative Expenses

In millions	Three months ended June 30		Percentage of Total Revenue		Increase (Decrease)
	2024	2023	2024	2023	
Selling, general and administrative expenses	\$ 140	\$ 167	16.0 %	17.7 %	(16) %

For the three months ended June 30, 2024 compared to the three months ended June 30, 2023

Selling, general, and administrative expenses were \$140 million in the three months ended June 30, 2024, compared to \$167 million in the three months ended June 30, 2023. As a percentage of revenue, selling, general and administrative expenses were 16.0% in the three months ended June 30, 2024 compared to 17.7% in the same period of 2023. In the three months ended June 30, 2024, selling, general and administrative expenses included \$15 million of transformation and restructuring costs, \$13 million of strategic initiative costs, \$6 million of stock-based compensation expense, \$10 million of amortization of acquisition-related intangible assets, \$3 million of separation-related costs, and \$1 million of cyber ransomware incident recovery costs, offset by \$1 million in net recoveries related to the ACH fraud disbursements matter. In the three months ended June 30, 2023, selling, general and administrative expenses included \$8 million of transformation and restructuring costs, \$3 million of fraudulent ACH disbursement costs, \$21 million of stock-based compensation expense, \$7 million of amortization of acquisition-related intangible assets, \$1 million of acquisition-related costs, \$6 million of separation-related costs and \$6 million of cyber ransomware incident recovery costs. Excluding these items, selling, general and administrative expenses decreased as a percentage of revenue from 2023 to 2024 due to cost mitigation actions implemented in the three months ended June 30, 2024.

In millions	Six months ended June 30		Percentage of Total Revenue		Increase (Decrease)
	2024	2023	2024	2023	
Selling, general and administrative expenses	\$ 271	\$ 322	15.6 %	17.4 %	(16) %

For the six months ended June 30, 2024 compared to the six months ended June 30, 2023

Selling, general, and administrative expenses were \$271 million compared to \$322 million in the six months ended June 30, 2024 and 2023, respectively. As a percentage of revenue, selling, general and administrative expenses were 15.6% and 17.4% in the six months ended June 30, 2024 and 2023, respectively. In the six months ended June 30, 2024, selling, general and administrative expenses included \$29 million of transformation and restructuring costs, \$17 million of strategic initiative costs, \$13 million of stock-based compensation expense, \$20 million of amortization of acquisition-related intangible assets \$4 million of separation-related costs, and \$1 million of cyber ransomware incident recovery costs, offset by \$2 million in net recoveries related to the ACH fraud disbursements matter. In the six months ended June 30, 2023, selling, general and administrative expenses included \$11 million of transformation and restructuring costs, \$5 million of fraudulent ACH disbursement costs, \$41 million of stock-based compensation expense, \$14 million of amortization of acquisition-related intangible assets, \$1 million of acquisition-related costs, \$8 million of separation-related costs and \$6 million of cyber ransomware incident recovery costs. Excluding these items, selling, general and administrative expenses decreased as a percentage of revenue from 2023 to 2024 due to cost mitigation actions implemented in the six months ended June 30, 2024.

#### Research and Development Expenses

In millions	Three months ended June 30		Percentage of Total Revenue		Increase (Decrease)	
	2024	2023	2024	2023	2024 v 2023	
Research and development expenses	\$ 55	\$ 42	6.3 %	4.4 %	4.4 %	31 %

For the three months ended June 30, 2024 compared to the three months ended June 30, 2023

Research and development expenses were \$55 million in the three months ended June 30, 2024, compared to \$42 million in the three months ended June 30, 2023. As a percentage of revenue, research and development costs were 6.3% and 4.4% in the three months ended June 30, 2024 and 2023, respectively. In the three months ended June 30, 2024, research and development costs included \$2 million of transformation and restructuring costs and \$4 million of stock-based compensation expense. In the three months ended June 30, 2023, research and development expenses included \$2 million of stock-based compensation expense. Excluding these items, research and development expenses increased as a percentage of revenue from 2023 to 2024 as the Company continues investing in research and development activities.

In millions	Six months ended June 30		Percentage of Total Revenue		Increase (Decrease)	
	2024	2023	2024	2023	2024 v 2023	
Research and development expenses	\$ 115	\$ 91	6.6 %	4.9 %	4.9 %	26 %

For the six months ended June 30, 2024 compared to the six months ended June 30, 2023

Research and development expenses were \$115 million compared to \$91 million in the six months ended June 30, 2024 and 2023, respectively. As a percentage of revenue, these costs were 6.6% and 4.9% in the six months ended June 30, 2024 and 2023, respectively. In the six months ended June 30, 2024, research and development expenses included included \$4 million of transformation and restructuring costs, \$7 million of stock-based compensation expense and \$4 million of separation-related costs. In the six months ended June 30, 2023, research and development expenses included \$4 million of stock-based compensation expense. After considering these items, research and development expenses increased as a percentage of revenue from 2023 to 2024 as the Company continues investing in research and development activities.

#### Interest Expense

In millions	Three months ended June 30		Increase (Decrease)	
	2024	2023	2024 v 2023	
Interest expense	\$ 41	\$ 91	\$ 91	(55) %

For the three months ended June 30, 2024 compared to the three months ended June 30, 2023

Interest expense was \$41 million compared to \$91 million for the three months ended June 30, 2024 and 2023, respectively. Interest expense is primarily related to our senior unsecured notes and borrowings under the Senior Secured Credit Facility. The decrease in interest expense was due to the decrease in total debt outstanding.

In millions	Six months ended June 30		Increase (Decrease) 2024 v 2023
	2024	2023	
Interest expense	\$ 80	\$ 174	(54) %

*For the six months ended June 30, 2024 compared to the six months ended June 30, 2023*

Interest expense was \$80 million compared to \$174 million for the six months ended June 30, 2024 and 2023, respectively. Interest expense is primarily related to our senior unsecured notes and borrowings under the Senior Secured Credit Facility. The decrease in interest expense was due to the decrease in total debt outstanding.

#### Other Income (Expense), net

Other income (expense), net was expense of \$5 million and \$8 million for the three months ended June 30, 2024 and 2023, respectively, and expense of \$25 million and \$12 million for the six months ended June 30, 2024 and 2023, respectively, with the components reflected in the following table:

In millions	Three months ended June 30		Six months ended June 30	
	2024	2023	2024	2023
Interest income	\$ 1	\$ 3	\$ 3	\$ 6
Foreign currency fluctuations and foreign exchange contracts	—	(9)	(22)	(9)
Bank-related fees	(6)	(8)	(14)	(13)
Employee benefit plans	(1)	(1)	(2)	(2)
Other, net	1	7	10	6
<b>Other income (expense), net</b>	<b>\$ (5)</b>	<b>\$ (8)</b>	<b>\$ (25)</b>	<b>\$ (12)</b>

Foreign currency fluctuations and foreign exchange contracts within Other income (expense), net, includes a net loss of \$15 million due to the impact of changes in the Lebanese pound and the Egyptian pound during the six months ended June 30, 2024. As of March 31, 2024, the operations of Lebanon and Egypt have transferred to NCR Atleos; however, we retained certain assets and liabilities under the separation and disclosure agreement which were impacted by the changes in foreign currency fluctuations.

#### Income Taxes

In millions	Three months ended June 30		Six months ended June 30	
	2024	2023	2024	2023
Income tax expense (benefit)	\$ 24	\$ 7	\$ 10	\$ 12

*For the three months ended June 30, 2024 compared to the three months ended June 30, 2023*

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 from continuing operations was \$24 million for the three months ended June 30, 2024 compared to income tax expense of \$7 million for the three months ended June 30, 2023. The change was primarily driven by an unfavorable mix of earnings between our US and non-US jurisdictions in the three months ended June 30, 2024 compared to the prior year. Additionally, the Company recognized higher discrete tax expenses in the three months ended June 30, 2024.

*For the six months ended June 30, 2024 compared to the six months ended June 30, 2023*

Income tax expense was \$10 million for the six months ended June 30, 2024 compared to income tax expense of \$12 million for the six months ended June 30, 2023. The change in tax expense was impacted by the mix of earnings between our US and non-US jurisdictions.

The Company is subject to numerous federal, state and foreign tax audits. While we believe 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 2024 or future periods.

#### Income (Loss) from Discontinued Operations

The Company recognized income from discontinued operations, net of tax, of \$1 million for the three months ended June 30, 2024 related to NCR Atleos. The Company did not recognize a gain or loss from discontinued operations, net of tax, during the six months ended June 30, 2024.

The Company recognized income from discontinued operations, net of tax, of \$147 million for the six months ended June 30, 2023, of which \$148 million related to income from discontinued operations, net of tax, for NCR Atleos and \$1 million of expense from discontinued operations, net of tax, related to the Company's environmental remediation matters.

The Company recognized income from discontinued operations, net of tax, of \$67 million for the three months ended June 30, 2023, of which \$68 million related to income from discontinued operations, net of tax, for NCR Atleos and \$1 million of expense from discontinued operations, net of tax, related to the Company's environmental remediation matters.

Refer to Note 2, "Discontinued Operations" of the Notes to Condensed Consolidated Financial Statements, for additional information.

#### Revenue and Adjusted EBITDA by Segment

The Company manages and reports its businesses in the following segments: Retail, Restaurants (formerly reported as Hospitality), and Digital Banking. Segments are measured for profitability by the Company's chief operating decision maker based on revenue and segment Adjusted EBITDA. Refer to the section above entitled "Non-GAAP Financial Measures and Use of Certain Terms" for our definition of Adjusted EBITDA and the reconciliation of net income (loss) from continuing operations attributable to NCR Voyix (GAAP) to Adjusted EBITDA (non-GAAP).

Corporate and Other includes income and expenses related to corporate functions that are not specifically attributable to any of our three individual reportable segments along with certain non-strategic businesses that are considered immaterial operating segment(s), certain countries which are expected to transfer to NCR Atleos during the remainder of 2024, and commercial agreements with NCR Atleos.

The following tables show our segment revenue and Adjusted EBITDA for the three and six months ended June 30, the relative percentage that those amounts represent to segment revenue, and the change in those amounts year-over-year.

In millions	Three months ended June 30		Percentage of Revenue <sup>(1)</sup>		Increase (Decrease)
	2024	2023	2024	2023	
<b>Revenue</b>					
Retail	\$ 517	\$ 553	59.0 %	58.5 %	(7) %
Restaurants	201	223	22.9 %	23.6 %	(10) %
Digital Banking	154	141	17.6 %	14.9 %	9 %
<b>Total segment revenue</b>	<b>\$ 872</b>	<b>\$ 917</b>	<b>99.5 %</b>	<b>97.0 %</b>	<b>(5) %</b>
Other	4	29	0.5 %	3.0 %	(86) %
<b>Total revenue</b>	<b>\$ 876</b>	<b>\$ 946</b>	<b>100.0 %</b>	<b>100.0 %</b>	<b>(7) %</b>
<b>Adjusted EBITDA by Segment</b>					
Retail	\$ 87	\$ 115	16.8 %	20.8 %	(24) %
Restaurants	62	51	30.8 %	22.9 %	22 %
Digital Banking	63	54	40.9 %	38.3 %	17 %

<sup>(1)</sup> The percentage of revenue is calculated for each line item divided by total revenue, except for Adjusted EBITDA, which are divided by the related component of revenue.

n millions	Six months ended June 30		Percentage of Revenue <sup>(1)</sup>		Increase (Decrease)
	2024	2023	2024	2023	
<b>Revenue</b>					
Retail	\$ 1,008	\$ 1,081	58.4%	58.4%	(7)%
Restaurants	403	434	23.2%	23.4%	(7)%
Digital Banking	301	278	17.4%	15.0%	8%
<b>Total segment revenue</b>	<b>\$ 1,712</b>	<b>\$ 1,793</b>	<b>98.7%</b>	<b>96.8%</b>	<b>(5)%</b>
Other	22	59	1.9%	3.2%	(63)%
<b>Total revenue</b>	<b>\$ 1,734</b>	<b>\$ 1,852</b>	<b>100.0%</b>	<b>100.0%</b>	<b>(6)%</b>

#### Adjusted EBITDA by Segment

Retail	\$ 173	198	17.2%	18.9%	(13)%
Restaurants	117	95	29.0%	21.9%	23%
Digital Banking	117	103	38.9%	37.1%	14%

<sup>(1)</sup> The percentage of revenue is calculated for each line item divided by total revenue, except for Adjusted EBITDA, which are divided by the related component of revenue.

#### Segment Revenue

*For the three and six months ended June 30, 2024 compared to the three and six months ended June 30, 2023*

Retail revenue decreased 7% for both the three and six months ended June 30, 2024, respectively, compared to the prior year periods. For the three months ended June 30, 2024, the decrease in revenue is due to a decrease in hardware revenue, as well as a decrease in one-time software and services revenue as compared to the prior year period. For the six months ended June 30, 2024, the decrease in revenue is due to a decrease in hardware revenue, as well as a decrease in one-time services revenue, primarily transaction services revenue, partially offset by an increase in software-related revenue.

Restaurants revenue decreased 10% and 7% for the three and six months ended June 30, 2024, respectively, compared to the prior year periods. For the three and six months ended June 30, 2024, the decrease in revenue is due to a decrease in hardware revenue, offset by an increase in software-related revenue, primarily payment processing services revenues.

Digital Banking revenue increased 9% and 8% for the three and six months ended June 30, 2024, compared to the prior year periods, due to an increase in recurring cloud services revenue, software maintenance revenue and software license revenue.

#### Segment Adjusted EBITDA

*For the three and six months ended June 30, 2024 compared to the three and six months ended June 30, 2023*

Retail Adjusted EBITDA decreased 24% and 13% for the three and six months ended June 30, 2024, respectively, compared to the prior year periods. The decrease in Adjusted EBITDA for both periods is due to one-time software and services revenue recognized in the prior year.

Restaurants Adjusted EBITDA increased 22% and 23% for the three and six months ended June 30, 2024, respectively, compared to the prior year periods. This increase is due to favorable software and services revenue mix, along with cost mitigation actions around cost of goods and service delivery costs taken during the year.

Digital Banking Adjusted EBITDA increased 17% and 14% for the three and six months ended June 30, 2024, respectively, compared to the prior year periods due to the revenue growth described above.

Financial Condition, Liquidity, and Capital Resources

Our primary liquidity needs in the ordinary course of business are to: (i) fund normal operating expenses; (ii) meet the interest and principal requirements of our outstanding indebtedness, including finance leases; (iii) fund capital expenditures and operating lease payments; (iv) remediation payments related to environmental matters; (v) meet our expected pension and postemployment plan contributions; and (vi) payments related to transformation and restructuring initiatives. We believe these needs will be satisfied in both the short and long term based on our current cash position, cash flows generated by our operations, and existing financing arrangements.

Upon the closing of the Digital Banking Sale, the Company expects to use the net proceeds primarily to reduce debt, including outstanding amounts under the term loan facility and Revolving Credit Facility, repurchases of certain senior unsecured notes, and termination of the trade receivables facility.

As of June 30, 2024, our cash and cash equivalents totaled \$204 million and our total debt was \$2.6 billion. Our borrowing capacity under our senior secured credit facility was \$342 million as of June 30, 2024. Our ability to generate positive cash flows from operations is dependent on general economic conditions, and the competitive environment in our industry, and is subject to business and other risk factors, including as detailed in our filings with the SEC. If we are unable to generate sufficient cash flows from operations, or otherwise comply with the terms of our credit facilities, we may be required to seek additional financing alternatives.

The following table summarizes our cash flows from operating activities, investing activities and financing activities for the six months ended June 30, 2024 and 2023:

In millions	Six months ended June 30	
	2024	2023
Net cash provided by (used in) operating activities	\$ 27	\$ 538
Net cash provided by (used in) investing activities	(81)	(194)
Net cash provided by (used in) financing activities	15	(266)

The following table summarizes information related to cash flows from discontinued operations related to the Spin-Off of NCR Atleos:

In millions	Six months ended June 30	
	2024 <sup>(1)</sup>	2023
Net cash provided by (used in) operating activities	\$ —	\$ 292
Net cash provided by (used in) investing activities	—	(37)
Net cash provided by (used in) financing activities	—	(2)

<sup>(1)</sup> Represents operations of NCR Atleos through date of separation versus full quarter of NCR Atleos operations for 2023.

Net cash provided by or used in operating activities of discontinued operations related to environmental obligations was cash provided by operating activities of \$3 million and cash used in operating activities \$6 million for the six months ended June 30, 2024 and 2023, respectively.

**Operating Activities** Cash provided by operating activities was \$27 million in the six months ended June 30, 2024 compared to cash provided by operating activities of \$538 million in the six months ended June 30, 2023. The decrease in cash provided by operating activities was driven by the net loss in the six months ended June 30, 2024 and movement in the net working capital accounts, as well as employee related payments in 2024.

**Capital Expenditures and Other Investing Activities** Our principal capital expenditures are for software (purchased and internally developed) and additions to property and equipment. We invested approximately \$125 million and \$204 million in capital expenditures during the six months ended June 30, 2024 and 2023, respectively. We expect to continue investing in property and equipment, purchased software and internally developed software to support our business. During the six months ended June 30, 2024, the Company disposed of certain corporate-owned life insurance policies and received proceeds of \$30 million.

**Financing Activities** Financing activities mainly related to borrowings and repayments under our senior secured credit facilities as well as our unsecured senior notes. Financing activities also included dividends paid on the Series A preferred stock, proceeds from employee stock plans as well as tax withholding payments on behalf of employees for stock based awards that vested.

**Adjusted free cash flow** NCR Voyix management uses a non-GAAP measure called "adjusted free cash flow-unrestricted" to assess the financial performance of the Company. We define adjusted free cash flow as net cash provided by (used in) operating activities less capital expenditures for property, plant and equipment, less additions to capitalized software, plus/minus net reductions or reinvestments in the trade receivables facility due to fluctuations in the outstanding balance of receivables sold, restricted cash settlement activity, NCR Atleos settlement activity, net cash provided by (used in) environmental discontinued operations plus acquisition-related items, and plus pension contributions and settlements. NCR Atleos settlement activity relates to changes in amounts owed to and amounts due from NCR Atleos for activity related to items governed by the separation and distribution agreement. Activity from the commercial and transition services agreements are not included in this adjustment.

We believe adjusted free cash flow-unrestricted 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, adjusted 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, and repayment of debt obligations. Adjusted 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. Adjusted free cash flow does not have a uniform definition under GAAP, and therefore the Company'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 Voyix's non-GAAP measure of adjusted free cash flow-unrestricted for the six months ended June 30, 2024:

In millions	Six months ended June 30, 2024 <sup>(1)</sup>
Net cash provided by (used in) operating activities (GAAP)	\$ 27
Expenditures for property, plant and equipment	(21)
Additions to capitalized software	(104)
Restricted cash settlement activity	3
NCR Atleos settlement activity	(5)
Pension contributions	5
Change in trade receivables facility	—
Net cash provided by (used in) environmental discontinued operations	3
Adjusted free cash flow-unrestricted (non-GAAP)	<u><u>\$ (92)</u></u>

<sup>(1)</sup>Adjusted free cash flow-unrestricted for the six months ended June 30, 2023 is not meaningful for comparison purposes given the presentation of cash flows due to the Spin-Off of NCR Atleos.

**Long Term Borrowings** The senior secured credit facilities include a term loan facility in an initial aggregate principal amount of \$200 million, of which \$192 million was outstanding as of June 30, 2024. Additionally, the senior secured credit facilities include a five-year Revolving Credit Facility with an aggregate principal amount of \$500 million, of which \$136 million was outstanding as of June 30, 2024. The Revolving Credit Facility also contains a sub-facility to be used for letters of credit, and as of June 30, 2024, there were \$22 million letters of credit outstanding.

As of June 30, 2024, we had outstanding \$1.2 billion in aggregate principal balance of 5.125% senior unsecured notes due in 2029, \$650 million aggregate principal balance of 5.000% senior unsecured notes due in 2028 and \$450 million in aggregate principal balance of 5.250% senior unsecured notes due in 2030.

Refer to Note 5, "Debt Obligations", of the Notes to Condensed Consolidated Financial Statements, for additional information regarding debt transactions.

**Employee Benefit Plans** In 2024, we expect to make contributions of \$13 million to our international pension plans and \$51 million to our postemployment plan. For additional information, refer to Note 9, "Employee Benefit Plans", of the Notes to Condensed Consolidated Financial Statements.

**Series A Convertible Preferred Stock** As of June 30, 2024, the redemption value of the Series A Preferred Stock was approximately \$276 million. 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. Beginning in the first quarter of 2020, dividends are payable in cash or in-kind at

the option of the Company. During the six months ended June 30, 2024 and 2023, the Company paid cash dividends of \$8 million.

Prior to the close of business on October 17, 2023, the Series A Convertible Preferred Stock was 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 a result of the Spin-Off, the conversion rate of the Series A Convertible Preferred Stock was adjusted pursuant to its terms to 57.5601 shares of common stock per share of Series A Convertible Preferred Stock, effective immediately after the close of business on October 17, 2023. As of June 30, 2024, 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 15.9 million shares, which would represent approximately 10% of our outstanding common stock as of June 30, 2024, including the preferred shares on an as-converted basis.

**Cash and Cash Equivalents Held by Foreign Subsidiaries** Cash and cash equivalents held by the Company's foreign subsidiaries at June 30, 2024 and December 31, 2023 were \$155 million and \$190 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 June 30, 2024, our cash and cash equivalents totaled \$204 million and our total debt was \$2.63 billion, excluding deferred fees. As of June 30, 2024, our borrowing capacity under the Revolving Credit Facility was approximately \$342 million. Our ability to generate positive cash flows from operations is dependent on general economic conditions, the competitive environment in our industry, and is subject to the business and other risk factors described in Item 1A of Part I of the Company's 2023 Annual Report on Form 10-K and Item 1A of Part II of this Quarterly Report on Form 10-Q (as applicable). If we are unable to generate sufficient cash flows from operations, or otherwise comply with the terms of our credit facilities, we may be required to seek additional financing alternatives.

We believe that we have sufficient liquidity based on our current cash position and existing financing to meet our expected pension, postemployment, and postretirement plan contributions, remediation payments related to environmental matters, debt servicing obligations, payments related to separation, transformation and restructuring initiatives, and in the long-term (i.e., beyond June 30, 2024) to meet our material cash requirements.

**Material Cash Requirements from Contractual and Other Obligations**

There have been no significant changes in our contractual and other commercial obligations as described in our Form 10-K for the year ended December 31, 2023.

**Critical Accounting Policies and Estimates**

Critical accounting policies are those that are most important to the portrayal of our financial position and results of operations. These policies require highly subjective or complex judgments, often employing the use of estimates about the effect of matters that are inherently uncertain. Our most critical accounting estimates pertain to revenue recognition, inventory valuation, goodwill and intangible assets, pension, postretirement and postemployment benefits, environmental and legal contingencies, and income taxes, which are described in Item 7. of our 2023 Form 10-K.

**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 (this "Quarterly Report") contains "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended, pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995 (the "Act"). Forward-looking statements use words such as "expect," "anticipate," "outlook," "intend," "plan," "confident," "believe," "will," "should," "would," "potential," "positioning," "proposed," "planned," "objective," "likely," "could," "may," and words of similar meaning, as well as other words or expressions referencing future events, conditions or circumstances. We intend these forward-looking statements to be covered by the safe harbor provisions for forward-looking statements contained in the Act. Statements that describe or relate to the Company'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. Examples of forward-looking statements in this Quarterly Report include, without limitation, statements regarding: the Company's plans, strategies or objectives for future operations; expectations regarding the Digital Banking Sale, including the expected use of proceeds from the sale and the timing of the expected completion of the transaction; expectations regarding the Hardware Business Transition and additional cost alignment initiatives; the estimated or anticipated future results and benefits of the Company's plans and operations; the Company's expectations of demand for its solutions and the impact thereof on the Company's financial results in 2024; the Company's ability to deliver increased value to customers and stockholders; statements regarding the spin-off of NCR Atleos; and the Company's ability to offset losses incurred from fraudulent ACH disbursements from a Company bank account identified in February 2024 through insurance proceeds. 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 the Company'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: challenges with transforming and growing our business; our ability to achieve the expected benefits of the Digital Banking Sale; our ability to consummate the Digital Banking Sale within the anticipated timeline, or at all; the impact of the Digital Banking Sale, including disruption to the Company's business caused by the pending sale or in connection with the provision of transition services following the closing of the sale; our ability to realize the anticipated cost savings and other benefits related to the Hardware Business Transition and other challenges associated with the Hardware Business Transition; our ability to attract new customers, increase use of our platform by existing customers and cross-sell additional products and solutions; development and introduction of new, competitive solutions on a timely, cost-effective basis; our ability to compete effectively against new and existing competitors; our ability to maintain a consistently high level of customer service; our ability to successfully manage our profitability and cost reduction initiatives; integration of acquisitions and management of other strategic transactions; the potential strategic benefits, synergies or opportunities expected from the Spin-Off may not be realized or may take longer to realize than expected; any unforeseen tax liabilities or impacts resulting from the Spin-Off, requests, requirements or penalties imposed by any governmental authorities related to certain existing liabilities; domestic and global economic and credit conditions; downturn or consolidation in the financial services industry; difficulties and risks associated with developing and selling complex new solutions and enhancements, including those using artificial intelligence; risks and uncertainties associated with our payments-related business; disruptions in our data center hosting and public cloud facilities; any failures or delays in our efforts to modernize our information technology infrastructure; retention and attraction of key employees; defects, errors, installation difficulties or development delays; failure of third-party suppliers; a major natural disaster or catastrophic event; geopolitical and macroeconomic challenges or events or acts of terrorism; environmental exposures from historical manufacturing activities; the impact of cybersecurity incidents on our business, including the April 2023 ransomware incident, and efforts to prevent or mitigate such incidents and any related impacts on our operations; efforts to comply with applicable data protection and data privacy laws; our level of indebtedness; the terms governing our indebtedness; incurrence of additional debt or other liabilities or obligations; access to the capital markets and other sources of financing; our cash flow sufficiency to service our indebtedness; interest rate risks and increased costs of borrowings; the terms governing our trade receivables facility; the impact of certain changes in control relating to acceleration of our indebtedness; our obligations under other financing arrangements, or required repurchase of our senior unsecured notes; any lowering or withdrawal of the ratings assigned to our debt securities by rating agencies; unforeseen tax liabilities or changes in tax law; our failure to maintain effective internal control over financial reporting and disclosure controls and procedures and our ability to remediate material weaknesses in our internal control over financial reporting; the write down of the value of certain significant assets; allegations or claims by third parties that our products or services infringe on intellectual property rights of others, including claims against our customers and claims by our customers to defend and indemnify them with respect to such claims; protection of our intellectual property; changes to our tax rates and additional income tax liabilities; and uncertainties regarding regulations, lawsuits and other related matters; rights preferences and privileges of holders of our Series A Convertible Stock compared to the rights of our common stockholders; impact of the terms of our Series A Convertible Preferred Stock relating to voting power, share dilution and market price of our common stock; actions or proposals from stockholders that do not align with our business strategies or the interest of our stockholders; and other factors presented in "Item 1A-Risk Factors" of our most recent Annual Report on Form 10-K for the year ended December 31, 2023 and subsequent filings we make with the U.S. Securities and Exchange Commission ("SEC"), which we advise you to review.

Should one or more of these risks or uncertainties materialize, or should underlying assumptions prove incorrect, actual results may vary materially from those set forth in the forward-looking statements. Any forward-looking statement speaks only as of the date on which it is made and should not be relied upon as representing our plans and expectations as of any subsequent date. 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, except as required by law.

### **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 30 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. This is primarily done through the hedging of foreign currency denominated inter-company inventory purchases by the marketing units and the foreign currency denominated inputs to our manufacturing units. All of these transactions are forecasted. If these contracts are designated as highly effective cash flow hedges, the gains or losses are deferred into accumulated other comprehensive income ("AOCI"). The gains or losses from derivative contracts that are designated as highly effective cash flow hedges related to inventory purchases are recorded in cost of products when the inventory is sold to an unrelated third party. Otherwise, the gains or losses from these contracts are recognized in earnings as exchange rates change. 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 in the value of the U.S. Dollar against foreign currencies from the prevailing market rates would have resulted in a corresponding decrease in the fair value of the hedge portfolio of \$17 million as of June 30, 2024. A 10% depreciation in the value of the U.S. Dollar against foreign currencies from the prevailing market rates would have resulted in a corresponding increase in the fair value of the hedge portfolio of \$18 million as of June 30, 2024. 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 stronger in the second quarter of 2024 compared to the second quarter of 2023 based on comparable weighted averages for our functional currencies. 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 88% of our borrowings were on a fixed rate basis as of June 30, 2024. The increase in pre-tax interest expense for the six months ended June 30, 2024 from a hypothetical 100 basis point increase in variable interest rates would be approximately \$2 million. As of June 30, 2024, we do not have any outstanding interest rate derivative contracts related to our variable rate debt.

We historically utilized interest rate swap contracts and interest rate cap agreements to add stability to interest expense and to manage exposure to interest rate movements as part of our interest rate risk management strategy. Payments and receipts related to interest rate cap agreements and interest rate swap contracts are included in cash flows from operating activities in the Condensed Consolidated Statements of Cash Flows. Refer to Note 13, "Derivatives and Hedging Instruments", for further information on our interest rate derivative contracts.

#### *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 June 30, 2024, 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*

The Company has established disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) of the Securities Exchange Act of 1934, as amended (the Exchange Act)). The Company's management carried out an evaluation, under the supervision and with the participation of its Chief Executive and Chief Financial Officers, of the effectiveness of the design and operation of the Company's disclosure controls and procedures as of June 30, 2024. Based on this evaluation, the Company's Chief Executive and Chief Financial Officers have concluded that, due to the material weaknesses in internal control over financial reporting described below, our disclosure controls and procedures were not effective as of June 30, 2024 to provide reasonable assurance that information required to be disclosed by the Company in reports that it files or submits under the Exchange Act is (i) recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms and (ii) accumulated and communicated to the Company's management, including its Chief Executive and Chief Financial Officers, as appropriate to allow timely decisions regarding required disclosure.

##### *Previously Reported Material Weaknesses*

As previously reported in Part II, Item 9A, "Controls and Procedures" in the Company's Annual Report on Form 10-K for the year ended December 31, 2023, management identified the following material weaknesses in the Company's internal control over financial reporting as of December 31, 2023:

- The Company did not design and maintain effective controls to prevent or timely detect unauthorized Automated Clearing House ("ACH") disbursements; and
- The Company did not design and maintain effective controls related to accounts receivable and accounts payable clearing accounts. Specifically, controls were not designed at a sufficient level of precision to timely reconcile and review the reasonableness and supportability of clearing account balances, including review of the nature and aging of the individual clearing account balances.

Although not materially impacting any previously reported periods, these material weaknesses resulted in errors in the Company's historical 2022 and 2021 financial statements and the revision of interim periods in 2023. Additionally, these material weaknesses could result in material misstatements to the Company's consolidated financial statements that would not be prevented or detected.

##### *Status of Remediation Plans and Actions*

The Company has implemented measures designed to ensure that the control deficiencies contributing to the material weaknesses described above are remediated. While we have implemented the remedial measures described below, we are still in the process of testing the applicable remediated controls. Accordingly, the material weaknesses have not yet been fully remediated as of June 30, 2024. The remediation actions implemented to date are as follows:

- We have implemented a monitoring control to (i) perform at least an annual review of all Company bank account attributes and (ii) regularly review bank account activity for large and/or unusual transactions for all bank accounts permitting ACH direct debit transactions.
- We have implemented a monthly control, with a sufficient level of precision, to timely reconcile and review the reasonableness and supportability of accounts receivable and accounts payable clearing account balances, including a review of the nature and aging of the individual clearing account balances.
- We have implemented enhanced review controls specific to accounts receivable and accounts payable clearing accounts to ensure clear and precise escalation protocols for unreconciled items and the timely resolution of any matters escalated.
- We have supplemented our existing training materials regarding fraud prevention and detection and incident escalation and resolution procedures.

As the Company continues to evaluate and work to improve its internal control over financial reporting, the Company may decide to take additional measures or modify the remediation plans described above. The Company believes that these actions taken will remediate the material weaknesses described above; however, the material weaknesses are not considered remediated until those controls operate for a sufficient period of time and management has concluded, through testing, that these controls are operating effectively. The Company will continue to monitor the design and effectiveness of these and other processes, procedures and controls and make any further changes management deems appropriate.

To address the material weaknesses referenced above, management has performed additional analyses and procedures in order to prepare the consolidated financial statements included in Item 1 of this Quarterly Report. Based on these analyses and procedures, management believes that the consolidated financial statements included in this Quarterly Report present, in all material respects, the Company's financial condition, results of operations and cash flows at and for the periods presented.

*Changes in Internal Control over Financial Reporting*

Other than the remediation efforts described above, there have been no changes in the Company's internal control over financial reporting that occurred during the three months ended June 30, 2024 that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

## Part II. Other Information

### Item 1. LEGAL PROCEEDINGS

The information required by this item is included in Note 10, "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

In addition to the other information set forth in this Quarterly Report, you should carefully consider the risk factors and other cautionary statements described under Part I, Item 1A. "Risk Factors" in the Company's 2023 Annual Report on Form 10-K, which could materially affect our business, financial condition or future results. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial also may materially and adversely affect our business, financial condition or future results. Other than the risk factors below, there have been no material changes in our risk factors from those described in the 2023 Annual Report on Form 10-K.

#### ***The proposed sale of our Digital Banking business may not achieve some or all of the expected benefits and may adversely affect our business.***

On August 6, 2024, the Company entered into a definitive agreement with an affiliate of The Veritas Capital Fund VIII, L.P. (the "Buyer") pursuant to which the Buyer agreed to purchase the Company's Digital Banking segment businesses (the "Digital Banking Sale"). The Digital Banking Sale is expected to close by the end of fiscal year 2024, subject to receipt of necessary regulatory approvals and other customary closing conditions. We may not be able to achieve the full strategic, financial, operational, and other benefits that are expected to result from the Digital Banking Sale, including any expected optimization of operations, cost savings, and other business opportunities that may be facilitated by the Digital Banking Sale. In addition, such benefits may be delayed or less significant than anticipated. We cannot predict with certainty when the benefits expected from the Digital Banking Sale will occur or the extent to which they will be achieved, or when they will be achieved, if at all. A failure to realize these and other anticipated benefits of the Digital Banking Sale or effectively utilize the proceeds from the Digital Banking Sale could have an adverse impact on our business, financial condition and results of operations. See also "Item 1A. Risk Factors—Our acquisitions, divestitures and other strategic transactions may not produce anticipated results, which could have a material adverse effect on our business, financial condition or results of operations" in our 2023 Annual Report on Form 10-K.

#### ***The Company may be held liable to the Buyer if it fails to perform under its agreements with the Buyer, and the performance of such services may negatively affect the Company's business and operations.***

In connection with the Digital Banking Sale, the Company and the Buyer will enter into certain agreements, including a transition services agreement, providing for the performance of certain services by the Company for the benefit of the Buyer for a period of time after the Digital Banking Sale. If the Company does not satisfactorily perform its obligations under these agreements, it may be held liable for certain losses incurred by the Buyer. In addition, during the transition services period, the Company's management and employees may be required to divert their attention away from its business in order to provide services to the Buyer, which could adversely impact the Company's business.

Further, as a result of these transition services, our counterparty will have access to certain of the Company's information technology systems during the transition services period, as well as shared information technology infrastructure. Any disruption, degradation, destruction or manipulation of the Company's information technology systems as a result of such access following the Digital Banking Sale, whether accidental or intentional, may cause cybersecurity, data protection or privacy incidents or failures, which could in turn interrupt or adversely impact our operations.

#### ***Our inability to successfully complete the Digital Banking Sale may have a material adverse impact on our business.***

The Digital Banking Sale is subject to customary closing conditions and regulatory approvals. If any condition to the closing of the Digital Banking Sale is not satisfied or, if permissible, waived, or if we fail to obtain any necessary regulatory approval, the Digital Banking Sale may not be completed. In addition, satisfying the closing conditions to the Digital Banking Sale may occur on a longer or shorter timeframe than we expect. All of the conditions to closing may not be satisfied or waived, and we may not successfully obtain requisite regulatory approvals. Further, other events may intervene to delay or result in a failure to consummate the Digital Banking Sale.

If the Digital Banking Sale is not completed for any reason, investor confidence could decline, and we would fail to receive the benefits of the transaction. In addition, we have expended, and continue to expend, significant resources in an effort to complete the Digital Banking Sale. Management's attention may be diverted away from the day-to-day operations of our business and execution of our existing business plan in an effort to complete the Digital Banking Sale, which could disrupt operations and have an adverse effect on our operating results and business.

***We may not realize the anticipated cost savings or other benefits related to the transition of our Hardware Business to an outsourced design and manufacturing (ODM) model.***

On August 6, 2024, we announced our entry into a commercial agreement with Ennoconn Corp. ("Ennoconn") to transition our point-of-sale and self-checkout hardware businesses to an outsourced design and manufacturing model (the "Hardware Business Transition"). The Hardware Business Transition is expected to be implemented starting in the first quarter of 2025. The Company anticipates that, once the Hardware Business Transition is implemented, it will record revenue from point-of-sale and self-checkout hardware sales on a net basis, excluding the costs paid to Ennoconn. Prior to the implementation of the Hardware Business Transition, the substantial majority of the revenues from our hardware business are attributable to point-of-sale and self-checkout hardware. Under our new business model following the Hardware Business Transition, a substantial majority of the revenue related to the sale of hardware will no longer be recognized by the Company, and will instead be recognized by the hardware provider. This will result in a substantial decrease to our hardware-related revenues and could have an adverse impact on our business and results of operations.

The Company also expects to reduce hardware-related costs in connection with the Hardware Business Transition. If the Company is unable to reduce costs in connection with the Hardware Business Transition or if the Hardware Business Transition has an adverse impact on the Company's hardware sales or customer relationships, this could have a material adverse impact on our future operating results and financial condition.

In addition, as a result of the Hardware Business Transition, our counterparty will design, manufacture, warrant, supply, and ship self-checkout and point-of-sale hardware directly to the Company's customers. Third parties may fail to deliver on their commitments or otherwise breach obligations to our customers, which may in turn damage our reputation and relationship with our customers. As such, a failure of third parties to adequately serve our customers may materially adversely impact our results of operations and financial condition.

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

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, with no expiration from the date of authorization, that provides for the repurchase of up to \$300 million of the Company's common stock. On July 25, 2018, the Board authorized an incremental \$200 million of share repurchases under this 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 occasionally purchases vested restricted stock or exercised stock options at the current market price to cover withholding taxes. The following table sets forth information with respect to our repurchases of shares of common stock during the three months ended June 30, 2024.

Period	Total number of shares purchased <sup>(1)</sup>	Average price paid per share	Total number of shares purchased as part of publicly announced plans or programs	Approximate dollar value of shares that may yet be purchased under the plans or programs (in millions) <sup>(2)</sup>
4/1/2024 – 4/30/2024	48,653 \$	12.60	613,247 \$	956
5/1/2024 – 5/31/2024	12,167 \$	12.50	152,083 \$	968
6/1/2024 – 6/30/2024	7,287 \$	12.65	92,189 \$	977

<sup>(1)</sup> For the three months ended June 30, 2024, approximately 68,107 shares were repurchased to cover withholding taxes.

<sup>(2)</sup> Represents amounts available for repurchases under the October 2016 dilution offset program. As of each month in the quarter ended June 30, 2024, \$153 million was available for repurchases under the March 2017 program.

The Company's ability to repurchase its common stock is restricted under the Company's senior secured credit facilities and terms of the indentures governing 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 use to repurchase shares and make other restricted payments. This amount is calculated using formulas based generally on 50% of the Company's consolidated net income for the period beginning in the first quarter of 2024 through the end of the most recently ended fiscal quarter, subject to certain other adjustments and deductions, with certain prescribed minimums and its use is subject to customary conditions, including the absence of an event of default. These formulas are described in greater detail in the Company's senior secured credit facilities and the indentures governing the Company's senior unsecured notes, each of which is filed with the SEC.

**Item 5. OTHER INFORMATION**

During the fiscal quarter ended June 30, 2024, no director or officer of the Company adopted or terminated a "Rule 10b5-1 trading arrangement" or "non-Rule 10b5-1 trading arrangement," as each term is defined in Item 408(a) of the SEC's Regulation S-K.

**Item 6. EXHIBITS**

Purchase Agreement, dated August 5, 2024, by and between NCR Voyix Corporation, Digital First Holdings II LLC and Dragon Buyer, Inc. (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the SEC on August 6, 2024)

1 Amended and Restated Management Incentive Plan. \*

2 Offer Letter Agreement, dated May 8, 2024, between James G. Kelly and NCR Voyix Corporation. \*

3 Form of Executive Chair 2024 Performance-Based Restricted Stock Unit Award Agreement under the NCR Corporation 2017 Stock Incentive Plan. \*

4 Form of Executive Chair 2024 Time-Based Restricted Stock Unit Award Agreement under the NCR Corporation 2017 Stock Incentive Plan. \*

5 Offer Letter Agreement, dated May 13, 2024, between Anthony Radesca and NCR Voyix Corporation. \*

6 Form of Senior Executive Team 2024 Time-Based Restricted Stock Unit Award Agreement under the NCR Corporation 2017 Stock Incentive Plan. \*

7 Form of Senior Executive Team 2024 Performance-Based Restricted Stock Unit Award Agreement under the NCR Corporation 2017 Stock Incentive Plan. \*

8 Certification pursuant to Rule 13a-14(a) and Rule 15d-14(a) of the Securities Exchange Act of 1934.

9 Certification pursuant to Rule 13a-14(a) and Rule 15d-14(a) of the Securities Exchange Act of 1934.

10 Certification pursuant to 18 U.S.C. Section 1350 as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.

The following materials from NCR Voyix Corporation's Quarterly Report on Form 10-Q for the quarter ended June 30, 2024, formatted in iXBRL (Inline Extensible Business Reporting Language): (i) our condensed consolidated statements of operations for the three and six months ended June 30, 2024 and 2023; (ii) our condensed consolidated statements of comprehensive income for the three and six months ended June 30, 2024 and 2023; (iii) our condensed consolidated balance sheets as of June 30, 2024 and December 31, 2023; (iv) our condensed consolidated statements of cash flows for the six months ended June 30, 2024 and 2023; (v) our condensed consolidated statements of changes in stockholder's equity for the three and six months ended June 30, 2024 and 2023; and (vi) the notes to our condensed consolidated financial statements.

11 Cover Page Interactive Data File, formatted in Inline XBRL and contained in Exhibit 101.

\* Management contracts or compensatory plans/arrangements.

**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 VOYIX CORPORATION

Date: August 6, 2024

By: /s/ Anthony Radesca

**Anthony Radesca**  
Senior Vice President, Chief Accounting Officer  
(Principal Accounting Officer)

## NCR VOYIX MANAGEMENT INCENTIVE PLAN

(Effective 2024)

### **Section 1. Purpose of the Plan**

The purpose of the Plan is to attract and retain high performing talent and to link cash compensation to performance and the creation of shareholder wealth by rewarding executives for achieving and exceeding strategic business and financial goals. The plan is intended to foster a culture of performance and reward continuing improvements in shareholder value.

### **Section 2. Definitions**

Award means the amount of a Participant's incentive compensation which is payable to the Participant pursuant to the Plan.

Board means the Board of Directors of the Company.

Code means the Internal Revenue Code of 1986, as amended and the regulations and guidance promulgated thereunder.

Committee means the Compensation and Human Resource Committee of the Board, appointed by the Board to administer the Plan.

Company means NCR Voyix Corporation, a Maryland corporation.

Disability means a total and permanent disability that causes a Participant to be eligible to receive long term disability benefits under the NCR Voyix Long Term Disability Plan, or any similar plan or program sponsored by a subsidiary or branch of the Company.

Earned Award has the meaning set forth in Section 4(b) of the Plan.

Executive Officers means (i) Board appointed officers of the Company who are designated by the Board as "Executive Officers" for purposes of Section 16 of the Securities Exchange Act of 1934, as amended and (ii) any other direct reports to the Chief Executive Officer.

Participant means an employee of the Company or a Subsidiary determined by the Committee, or by an executive officer to whom powers have been delegated in accordance with Section 3 of the Plan, to be eligible to participate in the Plan for the Plan Year.

Performance Period means the time period during which the achievement of performance goals is to be measured, as determined by the Committee.

Plan means this NCR Voyix Management Incentive Plan.

Plan Year means the fiscal year to which an Award granted under this Plan relates.

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Retirement means termination of employment with the Company or an affiliated company when a Participant is age 62 or older with a minimum of 10 complete years of continuous service.

Subsidiary means any entity of which a majority of the voting power or equity interest is owned, directly or indirectly, by the Company.

Target Award means the annual award a Participant would earn, if any, for the Plan Year if the target performance criteria determined by the Committee are achieved for that Plan Year.

### **Section 3. Administration**

- a. The Committee. The Plan shall be administered by the Committee. Unless otherwise determined by the Committee, all Executive Officers shall participate in the Plan. The Committee shall have full and exclusive discretionary power to interpret the Plan, to determine those employees of the Company and its Subsidiaries who are eligible to participate in the Plan, and to adopt such rules, regulations, and guidelines for administering the Plan as the Committee may deem necessary or proper. The Committee may employ attorneys, consultants, accountants, and other persons to assist in performing its responsibilities under the Plan. The Board, the Committee, the Company, and its officers shall be entitled to rely upon the advice or opinion of such persons.

Without limitation to the foregoing, the Committee may delegate to one or more of the Company's Chief Executive Officer, Chief Financial Officer, Chief Human Resources Officer or General Counsel the power to determine the participation eligibility of new Participants who are not Executive Officers and the bonus amount, performance criteria and achievement of the performance criteria for each Participant who is not an Executive Officer.

- b. Binding Effect of Committee Actions. All actions taken and all interpretations and determinations made by the Committee in good faith shall be final and binding upon the Participants, the Company, and all other interested persons. No member of the Committee shall be personally liable for any action, determination, or interpretation made in good faith with respect to the Plan. All members of the Committee shall be fully protected and indemnified by the Company, to the fullest extent permitted by applicable law, in respect of any such action, determination, or interpretation.

### **Section 4. Determination and Payment of Earned Award**

- a. Determination of Participant Performance Criteria. Prior to or as soon as reasonably practicable following the commencement of each Plan Year, the Committee (or an executive officer to whom powers have been delegated in accordance with Section 3 of the Plan) shall determine the bonus amount and performance criteria for a Participant to receive an Award. A Participant's Award may be based upon such performance criteria, goals, accomplishments or combination thereof as determined by the Committee.
- b. Annual Determination of Award Amount: Maximum Award. Effective as of the end of each Plan Year, the Committee (or an executive officer to whom powers have been delegated in accordance with Section 3 of the Plan) shall determine whether the performance criteria applicable to each Participant have been met. The "Earned Award" for each participant shall equal the Participant's Target Award, as increased or decreased based on (i) actual

performance achieved for the Plan Year, as determined by the Committee (or an executive officer to whom powers have been delegated in accordance with Section 3 of the Plan) and (ii) any other determinations made by the Committee (or an executive officer to whom powers have been delegated in accordance with Section 3 of the Plan) pursuant to the Plan. If expressly permitted by the Company for any Plan year, a Participant may submit a timely election to defer receipt of the Award in accordance with the terms and conditions of a deferred compensation plan approved by the Committee and applicable law. In no event will an Earned Award exceed two times a Participant's Target Award or be less than zero.

- c. **Timing of Payment.** Payment of Awards will be made as soon as practicable following determination of and certification of the Award, but in no event more than 90 days following the end of the Plan Year (provided that, for any Participant who is a U.S. taxpayer, to the extent required to avoid accelerated taxation and/or tax penalties under Section 409A, such payment shall be made no later than the date that is two and a half months following the end of the applicable Plan Year to which the Earned Award relates).
- d. **Form of Payment.** Each Award under the Plan shall be paid in cash or its equivalent, provided that Committee in its discretion may determine that all or a portion of an Award shall be paid in stock, restricted stock, stock options, or other stock-based or stock-denominated awards, which shall be issued pursuant to the Company's equity compensation plans in existence at the time of grant of the applicable Award.
- e. **Certification.** Following the close of each Performance Period and prior to payment of any amount to any Participant under the Plan, the Committee (or an executive officer to whom powers have been delegated in accordance with Section 3 of the Plan) will certify in writing or approve at a formal meeting in accordance with the Committee's procedures the attainment of the performance goals and the amount of the Award.
- f. **New Participants During the Performance Period.** If an individual is newly hired or promoted during a Plan Year into a position eligible for participation in the Plan, such individual shall be eligible for an Award under the Plan based on actual performance for the Performance Period, prorated for the portion of the Performance Period following the date of eligibility for the Plan.
- g. **Retirement, Disability or Death.** A Participant who terminates employment with the Company during a Performance Period due to Retirement, Disability or death shall be eligible to receive an Award based on actual performance for the Plan Year, prorated for the portion of the Performance Period prior to the Participant's termination of employment. Such prorated amounts shall be paid at the same time that Earned Awards are paid to current employees in accordance with Section 4(c) of the Plan. Awards payable in the event of death shall be paid to the Participant's estate.
- h. **Voluntary Termination of Employment.** A Participant must be employed with the company on the date an Award is paid. If a Participant voluntarily terminates employment with the Company prior to the actual payment date in accordance with Section 4(c) of the Plan, then, except as set forth in (i) any severance plan adopted by the Company in which such individual participates or (ii) a written agreement between such individual and the Company, no Award shall be payable with respect to the applicable Performance Period.

## **Section 5. General Provisions**

- a. **Employment at Will.** Neither the adoption of the Plan, eligibility of any person to participate, nor payment of an Award to a Participant shall be construed to confer upon any person a right to be continued in the employ of the Company. The Company expressly reserves the right to discharge any Participant at any time in the sole discretion of the Company.
- b. **Amendment or Termination of the Plan.** The Committee reserves the right to amend or terminate the Plan at any time with respect to Awards relating to any Plan Year that has not yet commenced.
- c. **Dispute Resolution.** Except to the extent preempted by the Federal Arbitration Act, the Plan and any Awards hereunder shall be interpreted in accordance with the laws of the State of Maryland and applicable federal law. Any controversy or claim related in any way to the Plan shall be resolved by binding arbitration governed by the Federal Arbitration Act on a de novo standard pursuant to this paragraph and the then current rules of the American Arbitration Association (AAA). The arbitration shall be administered by the AAA. Any such arbitration will be confidential, final, and binding to the fullest extent permitted by applicable law. The arbitration shall be held before an arbitrator who is an attorney or former judge or magistrate knowledgeable of employment law. In any arbitration, each party will have the right to be represented by counsel. In any arbitration under this Section 5(c), the arbitrator will have full authority to resolve all issues in dispute, including the arbitrator's own jurisdiction, whether any dispute must be arbitrated under this Section 5(c), whether this Section 5(c) is void or voidable, and to award compensatory remedies and other remedies permitted by law. The arbitrator's decision and award may be entered in any court having jurisdiction thereof, and will be the sole and exclusive remedy between the parties to the arbitration regarding any claims, counterclaims, issues, or accountings. The parties to the arbitration hereby submit to the jurisdiction of any state or federal court residing in [Fulton County, Georgia]<sup>1</sup> for the purpose of enforcement of any arbitral award and waive any objection to (i) personal jurisdiction, (ii) venue, and (iii) service of process. The arbitrator shall not have the power to award punitive or exemplary damages. The arbitrator shall have no jurisdiction or authority to compel any class or representative claim or action, consolidate different arbitration proceedings, or join any other party to an arbitration between the Plan or the Company and the Participant. The Participant shall not have any right or authority to assert or pursue any disputes as a class action or derivative action. A dispute by one participant shall not be grouped or consolidated with a dispute by another participant in a single proceeding. In the event that the prohibition on class arbitration is deemed invalid or unenforceable, then the entire arbitration provision will be null and void and the matter will proceed in federal court. Issues of arbitrability shall be determined in accordance with the federal substantive and procedural laws relating to arbitration. Each party shall bear its own attorneys' fees associated with the arbitration and other costs and expenses of the arbitration shall be borne as provided by the rules of the American Arbitration Association, [provided, however, that if the Participant is the prevailing party, the Company shall reimburse the Participant for reasonable attorneys' fees and expenses and arbitration expenses incurred in connection with the dispute].<sup>2</sup> By agreeing to arbitration, the Participant is giving up the right to have the Participant's claim heard in a court of law; however, either party may bring an action in court to compel arbitration

ion under the Plan and to enforce an arbitration award. Nothing in this Section 5(c) will be interpreted to limit any right that the Participant has to file administrative claims or charges with government agencies or to apply for workers' compensation, short-term disability, or unemployment insurance benefits.

- d. Section 409A. The intent of the parties is that payments under this Plan be exempt from, or comply with, Section 409A of the Code ("Section 409A"), to the extent subject thereto, and accordingly, to the maximum extent permitted, this Plan shall be interpreted and administered to be in compliance therewith. Without limiting the foregoing and notwithstanding anything contained herein to the contrary, to the extent required to avoid accelerated taxation and/or tax penalties under Section 409A: (i) the Participant shall not be considered to have terminated employment with the Company for purposes of any payments issued pursuant to this Plan which are subject to Section 409A until such Participant would be considered to have incurred a "separation from service" from the Company within the meaning of Section 409A; and (ii) amounts that would otherwise be payable that would otherwise be provided pursuant to this Plan or any other arrangement between the Participant and the Company during the six (6) month period immediately following such Participant's separation from service shall instead be paid on the first business day after the date that is six (6) months following such Participant's separation from service (or, if earlier, such Participant's date of death). Any payments described in this Plan that are due within the "short term deferral period" as defined in Section 409A shall not be treated as deferred compensation unless applicable law requires otherwise. The Company makes no representation that any or all of the payments described in this Plan will be exempt from or comply with Section 409A and makes no undertaking to preclude Section 409A from applying to any such payment. Participants shall be solely responsible for the payment of any taxes, penalties, interest or other expenses incurred by such Participants on account of non-compliance with Section 409A. The Plan may be amended in any respect deemed by the Board or the Committee to be necessary in order to preserve compliance with Section 409A.
- e. Clawback. All Awards provided for in this Plan which are subject to recovery under any law, government regulation, stock exchange listing requirement or Company policy, will be subject to such deductions and clawback as may be required to be made pursuant to such law, government regulation, stock exchange listing requirement or Company policy (or any policy adopted by the Company pursuant to any such law, government regulation or stock exchange listing requirement), including, without limitation, the NCR Voyix Corporation Clawback Policy, effective December 1, 2023. By participating in this Plan, each Participant knowingly, voluntarily and irrevocably consents to and agrees to be bound by and subject to the terms and conditions of the applicable clawback policies, including that (i) the Participant will return any erroneously awarded compensation that is required to be repaid in accordance with the applicable clawback policies, (ii) the compensation that the Participant receives, has received or may become entitled to receive from the Company is subject to the applicable clawback policies, and the applicable clawback policies may affect such compensation, (iii) the Company is entitled to clawback all or any portion of the cash benefits set forth herein in the event a Participant breaches any post-employment restrictive covenants; and (iv) the Participant has no right to indemnification, insurance payments or other reimbursement by or from the Company for any compensation that is subject to recoupment and/or forfeiture under the applicable clawback policies.

May 8, 2024

James Kelly  
*Via email*

**RE: Offer Letter from NCR Voyix Corporation**

Dear Jim,

I am very pleased to confirm our offer of employment with NCR Voyix Corporation (the "Company"). This offer letter (this "Offer Letter") details the terms and conditions that govern your employment as Executive Chair of the Company effective May 8, 2024.

<b>Position</b>	Your position will be Executive Chair of the Company. You will continue to serve on the Board of Directors of the Company (the "Board").
<b>Job Duties</b>	Your primary duties and responsibilities will include those commensurate with the role of Executive Chair, including supporting the management team on strategic and operational matters. Other duties as applicable will be assigned by the Board.
<b>Base Salary</b>	Your annual salary will be at the rate of \$550,000, less applicable withholdings. You will be paid in accordance with our regular payroll practices. For the 2024 fiscal year, your base salary will be pro-rated based on the number of days worked in fiscal 2024.
<b>Annual Bonus Opportunity</b>	You will be eligible to receive an annual target bonus of 100% of your base salary for each fiscal year, payable in cash, pursuant to the Company's Management Incentive Plan. Your annual bonus will be pro-rated for 2024 based on your start date. The bonus payable will be determined by the Compensation and Human Resource Committee of the Board ("Compensation Committee") based on, among other things, your individual performance for such year, the achievement of the applicable performance criteria and such other factors determined by the Compensation Committee. Additionally, you must be actively employed on the date the bonus awards are paid to other executive officers of the Company.
<b>Benefits</b>	You will be eligible to participate in and receive benefits under any employee benefit and insurance plans, programs or arrangements available to similarly situated executives of the Company, subject to and consistent with the terms, conditions and overall administration of each such benefit plan, program or arrangement. The Company reserves the right to amend or terminate any employee benefit plan, program or arrangement at any time in its sole discretion, subject to the terms of such plan, program or arrangement and applicable law.
<b>Business Expenses and Reimbursements</b>	You will be reimbursed for all reasonable and necessary business expenses incurred in the course and scope of your employment, subject to your compliance with the Company's policies with respect to reimbursement of business expenses and provision of supporting receipts as in effect from time to time.

<b>Equity Grant</b>	<p>You will be awarded equity incentive awards consistent with those granted to other executives of the Company on March 15, 2024 (the "<u>Executive Officer Grant Date</u>"). Subject to approval of the Compensation Committee and ratification by the Company's Board of Directors, the Company will grant you an award of time-based restricted stock units for shares of the Company's common stock with a grant date value of \$1,000,000 (the "<u>RSU Grant</u>") and an award of performance-based restricted stock units with a grant value of \$1,000,000 (the "<u>PBRSU Grant</u>"). The RSU Grant will vest in three equal annual installments of the Executive Officer Grant Date, subject to your continued service as Executive Chair or as a member of the Board. The PBRSU Grant will be subject to the achievement of certain performance metrics, with 50% of the award value subject to free cash flow metrics and 50% of the award value subject to performance based on total shareholder return. The PBRSU Grant will cliff vest on the third anniversary of the Executive Officer Grant Date, subject to your continued service as Executive Chair or as a member of the Board. The RSU Grant and the PBRSU Grant will be subject to the terms of the Company's equity incentive plan as in effect from time to time and your individual award agreements.</p> <p>Beginning in the 2025 fiscal year, you will be eligible to receive equity incentive awards under the Company's equity-based incentive compensation program, in amounts and subject to such terms determined by the Compensation Committee in its sole discretion.</p>
<b>Severance</b>	<p>You will become a participant in the NCR Voyix Corporation 2024 Executive Severance Plan ("<u>Severance Plan</u>") at the level of a Section 16 Officer and will be entitled to termination benefits in accordance with the terms of the Severance Plan; provided, that, if you cease being Executive Chair but thereafter remain in service of the Company as a non-employee director on the Board, such termination of employment as Executive Chair will not be a "Qualifying Termination" (as defined under the Severance Plan) and you will not be eligible to receive termination benefits under the Severance Plan in connection therewith.</p>
<b>COBRA</b>	<p>Subject to your timely and proper election of healthcare continuation coverage under the Consolidated Omnibus Budget Reconciliation Act ("<u>COBRA</u>"), the Company will reimburse the costs of the applicable COBRA premiums on behalf of you and your dependents at active employee rates for up to 18 months following your termination of service as Executive Chair.</p>
<b>Restrictive Covenants</b>	<p>You agree that you will be governed by those obligations arising from any restrictive covenants contained in all agreements between you and the Company (e.g., equity incentive plan, equity award agreement, Severance Plan, etc.), which are incorporated by reference herein.</p>
<b>Clawback</b>	<p>All incentive compensation paid to you pursuant to this Offer Letter or otherwise in connection with your employment with the Company shall be subject to the Company's clawback policy in effect and as may be amended, any policy later adopted by the Company and by applicable law and by the rules and regulations of any national securities exchange or national securities association on which the Company's stock may be traded.</p>
<b>No Conflicts</b>	<p>Unless written permission is granted, you agree that during your employment with the Company, you will not render services for any third party or for your own account that conflict with your duties to the Company. From time to time, the Company will require you to disclose any conflicts of interest.</p>
<b>Rules of Conduct</b>	<p>As a Company employee, you will be expected to abide by the Company's rules and standards, including, but not limited to the Company's Code of Conduct.</p>
<b>Term</b>	<p>Your employment is at-will and not for any term. Your employment can be terminated at any time.</p> <p>Should you resign from your employment, you will give the Company 30 days' prior written notice.</p>

To accept the Company's offer of employment, please sign and date this Offer Letter in the space provided below. If you accept our offer, your first day of employment will be deemed to be May 8, 2024. This Offer Letter sets forth the terms of your employment with the Company and supersedes any prior representations or agreements including, but not limited to,

any representations made during your recruitment, interviews or pre-employment negotiations, whether written or oral. This Offer Letter, including, but not limited to, its at-will employment provision, may not be modified or amended except by a written agreement by the Company and you.

If this Offer Letter accurately describes your understanding of your employment with the Company, please sign the below acknowledgement and return a copy of this Offer Letter to my attention.

*[Signature page follows]*

**NCR VOYIX CORPORATION**

/s/ Jane Elliott

By: Jane Elliott

Its: Executive Vice President and Chief Human Resources Officer

Date:May 8, 2024

By signing and dating under your name below, you acknowledge and agree to the terms set out in this Offer Letter under the terms above.

**JAMES KELLY**

/s/ James Kelly

Date: May 8, 2024

**Executive Chair**  
**2024 Performance-Based Restricted Stock Unit Award Agreement**

**(with LTI Free Cash Flow Conversion Percentage & LTI Relative Total Shareholder Return Metrics) NCR Corporation 2017 Stock**

**Incentive Plan**

Congratulations on your award of performance-based restricted stock units of NCR Voyix Common Stock as part of NCR Voyix's 2024 executive compensation program. The Compensation and Human Resources Committee of our Board of Directors approved your award in anticipation of your future contributions to the success of NCR Voyix. The award also recognizes your past performance and upholds our commitment to rewarding our higher performers. This award is an opportunity to celebrate your achievements and to continue to expand your ownership stake in NCR Voyix.

Your performance-based restricted stock units ("Stock Units") are awarded (the "Award") by NCR Voyix Corporation ("NCR Voyix" or the "Company") under the NCR Voyix 2024 Long-Term Incentive (LTI) Program and the NCR Corporation 2017 Stock Incentive Plan as in effect on the date of this Agreement ("Plan"). See the stock page at [www.netbenefits.fidelity.com](http://www.netbenefits.fidelity.com) for the number of Stock Units granted to you, your date of grant ("Grant Date"), and other Award details. Your Award is subject to the terms of this Senior Executive Team 2024 Performance-Based RSU Award Agreement (with LTI Free Cash Flow Conversion Percentage and LTI Relative Total Shareholder Return (rTSR) Metrics) and the Plan. Capitalized terms not defined in this Agreement have the meanings provided under 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 number of Stock Units determined under Section 2 (the "Earned Units") will become vested and non-forfeitable on March 15, 2027 (the "Vesting Date"), provided that (i) the Compensation and Human Resource Committee of the NCR Voyix Board of Directors (the "Committee") has certified that NCR Voyix has achieved the performance goals set forth on Schedule A to this Agreement (the "Performance Goals"), for the performance period set forth on Schedule A to this Agreement (the "Performance Period") and (ii) you are continuously employed by an Employer as Executive Chair of the Company or remain in service of the Company as non-employee director in accordance with Section 5 through and until the 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 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 (including to zero) depending on whether the "Performance Goals" are attained for the "Performance Period" as determined in accordance with Schedule A to this Agreement. NCR Voyix Performance will be measured in the manner determined by the Committee, and will be subject to any adjustments approved by the Committee in accordance with Schedule A to this Agreement. You may receive from 0% up to 200% of the Target Award Number based on NCR Voyix Performance. The number of Stock Units that you will receive under this Agreement, after giving effect to any adjustment, is referred to as the "Earned Units."

The Earned Units represent the right to receive a number of Stock Units equal to the number of Earned Units, subject to the vesting requirements and distribution provisions of this Agreement and the terms of the Plan. 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 21, 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 Vesting Date, (b) your Termination of Employment if such Termination of Employment results in vesting pursuant to Section 4 below, including 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: (i) 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 Date, or the Change in Control date, as applicable, and (ii) to the extent required in order to avoid accelerated taxation and/or tax penalties under Code Section 409A, the settlement date shall be no later than 30 days after the Vesting Date or the Termination 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 Voyix'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. Accelerated Vesting and Forfeiture Events.** Your Stock Units will vest earlier than the Vesting Date, or remain outstanding and eligible to vest on the Vesting Date, or be forfeited and cancelled before vesting, in each case to the extent provided below. Except as otherwise provided in this Agreement, in the event of your Termination of Employment before the Vesting Date for any reason, all unvested Stock Units will automatically be forfeited and cancelled, and no Shares or cash will be issued or paid.

Event	Treatment of Stock Units
Death or Disability	<u>Vesting:</u> Your unvested Stock Units will become fully Vested on your Termination Date as follows: (a) if employment ends during the Performance Period, full vesting will apply based on the greater of: (i) Target performance, or (ii) actual level of achievement of the Performance Goals as of your Termination Date as determined and certified by the Committee in accordance with Sections 1 and 2 hereof and assuming for this purpose that the Performance Period ended on your Termination Date, and (b) if employment ends after the Performance Period ends, full vesting will apply based on the actual level of achievement of the Performance Goals as certified by the Committee in accordance with Sections 1 and 2 hereof.
Retirement or Involuntary Termination (other than for Cause)	<u>Vesting:</u> Your unvested Stock Units will vest pro rata effective on the Vesting Date for your Award determined under Section 1, and will be determined as follows: (a) 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 Vesting Date will be multiplied by (b) a fraction, the numerator of which is your Work Period and the denominator of which is your Vesting Period.
Termination for Cause or Voluntary Resignation	All unvested Stock Units will be forfeited and cancelled except in the case of Voluntary Resignation satisfying the Mutually Agreed Retirement requirements.
Mutually Agreed Retirement	<u>Vesting:</u> Subject to the approval of the Committee or the Company's Chief Executive Officer in their respective sole discretion (or, in the case of the Chief Executive Officer and the Executive Chair of the NCR Board, subject solely to the approval of the Committee in its sole discretion), if: (a) you retire from employment at age 62 or older with at least 2 years of continuous service with an Employer (excluding service with acquired entities before the acquisition), and (b) you continue to comply with this Agreement (including Section 10 hereof), then your Stock Units will continue to vest pursuant to the terms of this Agreement as if you had remained actively employed. This treatment will apply instead of any Retirement treatment that may also apply to you under this Agreement

**Definitions:** For purposes of this Agreement, the following definitions apply:

**"Change In Control Termination"** means, where this Award is assumed, converted or replaced by a publicly traded continuing entity or publicly traded successor, your Termination of Employment by the Employer or such continuing entity or such successor within twenty-four (24) months following a Change in Control other than for "Cause" (as defined in the CIC Severance Plan if you participate therein on your Termination Date; otherwise, as defined in the Plan). Notwithstanding anything herein to the contrary, a termination due to Disability shall not be treated as a Termination for "Cause" for any purpose under this Agreement.

**"CIC Severance Plan"** means the Company's Severance Plan adopted by the Board of Directors or a committee thereof applicable to you (if any) as in effect on your Termination Date.

**"Disability"** means, except as otherwise provided herein, your qualifying for benefits under your Employer's long- term disability plan.

**"Employer"** means NCR Voyix (the Company) or any Subsidiary or Affiliate of NCR Voyix by which you are or have been employed.

**“Good Reason Termination”** means, where this Award is assumed, converted or replaced by a publicly traded continuing entity or a publicly traded successor, your Termination of Employment as Executive Chair of the Company by the Employer or such continuing entity or such successor within twenty-four (24) months following a Change in Control for “Good Reason” (as defined in the CIC Severance Plan to the extent you are a Participant in the CIC Severance Plan on your Termination Date; provided that if you are not a Participant in the CIC Severance Plan on your Termination Date, the provisions set forth in this Agreement with respect to “Good Reason Termination” shall not apply to you).

**“Include”, “Includes,” and “Including”** mean, respectively, include without limitation, includes without limitation, and including without limitation.

**“Involuntary Termination (other than for Cause)”** means your Termination of Employment by the Employer for any reason other than for “Cause” (as defined in the Plan), excluding: (i) any Termination of Employment due to Disability, and (ii) any Termination of Employment by the Employer or publicly traded continuing entity or publicly traded successor during the twenty-four (24) months following a Change in Control.

**“Retirement”** means your Termination of Employment at age 62 or older with at least 10 years of continuous service with an Employer through your Termination Date (excluding service with acquired entities before the acquisition).

**“Termination Date”** means the date of your Termination of Employment for any reason.

**“TPA”** means the third party administrator for the Plan

**“Vesting Period”** means the number of days in the period starting on the Grant Date and ending on your last Vesting Date.

**“Work Period”** means the number of days in the period starting on the Grant Date and ending on your Termination Date.

**Change in Control Provisions:**

Change in Control occurring during the Performance Period	Unless an earlier vesting date applies under this Agreement, and subject to your continued employment through the Vesting Date, and subject to the special vesting rules immediately below (a) the Target Award Number of Stock Units shall Vest on the Vesting Date (without regard to performance and with no proration) with respect to the year in which the Change in Control occurs and any subsequent year in the Performance Period, and (b) for any completed year in the Performance Period , the greater of the Target Award Number attributable to such year ,or such Target Award Number adjusted to reflect performance for such year shall Vest on the Vesting Date (with no proration).
Change in Control occurring after the end of the Performance Period	Unless an earlier vesting date applies under this Agreement, the unvested Earned Units shall Vest on the Vesting Date provided in Section 1 (with no proration), subject to your continued employment through the Vesting Date (and subject to the special vesting rules immediately below).

Notwithstanding and without regard to any other provision of this Agreement to the contrary (provided that, for the avoidance of doubt, the treatment set forth in Section 4 of this Agreement with respect to Death, Disability, Retirement and Mutually Agreed Retirement shall continue to apply following a Change in Control):

(i) In the event of a Change In Control Termination or a Good Reason Termination, to the extent not then Vested, the Stock Units shall become Vested immediately upon such Change In Control Termination or Good Reason Termination (as applicable) in the amounts determined as set forth in the chart above with respect to performance and with no proration; and

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(ii) In the event a Change in Control occurs prior to the Vesting Date and the Stock Units are not assumed, converted or replaced by a publicly traded continuing entity or publicly traded 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 with respect to performance and with no proration.

**5. Special Non-Employee Director Rules.** Notwithstanding Section 4, above:

(a) If you cease to serve as Executive Chair of the Company but thereafter remain in service of the Company as a non-employee director, your change in service from employee to non-employee director will not constitute a Termination of Employment and your unvested Stock Units will continue to vest and become earned in accordance with Section 2 during your service as non-employee director.

(b) If you cease to be a non-employee director due to failure to be renominated or re-elected to the Board for any reason other than Cause, your unvested Stock Units will become fully vested on the Vesting Date based on the actual level of achievement of the Performance Goals as certified by the Committee in accordance with Section 1 and 2.

(c) If you cease to be a non-employee director due to your voluntary resignation from the Board where no basis for Cause exists, your unvested Stock Units will vest pro rata effective on the Vesting Date for your Award determined under Section 1, and will be determined as follows: (i) the total number of shares that you would have received (as determined under Section 2) as if your NCR service had not terminated prior to the Vesting Date will be multiplied by (ii) a fraction, the numerator of which is your Work Period and the denominator of which is your Vesting Period.

**6. Compensation.** Your Plan participation is voluntary. The value of your Award is an extraordinary item of income, is not part of your normal or expected compensation and will 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 Award is a one-time benefit that creates no contractual or other right to further awards or other future benefits. Future grants (if any) and their terms are at the sole discretion of NCR Voyix.

**7. Nontransferability.** At all times before the Vesting Date, unvested Stock Units 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 that Vested on such Vesting Date are to be paid in the form of Shares, NCR Voyix 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 the 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 the Vesting Date but before the 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 Voyix 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 Voyix's Common Stock on the Dividend Payment Date.

**9. Withholding.** Before tax and withholding events, as a condition of your receiving Shares in respect of the Stock Units, you agree to make arrangements satisfactory to the Employer and Plan Administrator to satisfy all income tax, social insurance tax, payroll tax, fringe benefits tax and other Federal, state or local and non-U.S. tax payment or withholding requirements or other tax related items (collectively, "Tax-Related Items") determined by the Plan Administrator in its sole discretion in connection with the Award or your participation in the Plan, including paying NCR Voyix, in its sole discretion, through payroll withholding or other Plan Administrator-required method, the amount of Tax-Related Items required to be paid or withheld with respect to the Stock Units. Such payment of Tax-Related Items will be made by NCR Voyix withholding Shares issuable upon settlement of the Stock Units equal to the amount required to be withheld or paid as determined by NCR Voyix.

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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 Voyix ("Executive Officer") subject to Section 17 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 Voyix and any brokerage firm approved by NCR Voyix to sell on your behalf the Shares underlying the Stock Units that NCR Voyix determines will satisfy such Tax-Related Items. Any withholding of Shares or sale or cash payment pursuant to this Section will occur when the requirement to withhold or pay taxes arises, or as soon as practicable afterwards if permitted by NCR Voyix. If 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 Voyix 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.

You agree that the ultimate liability for all Tax-Related Items remains your responsibility and may exceed the amount withheld. Depending on the withholding method, NCR Voyix may withhold or account for Tax-Related Items by considering such statutory withholding rates as may be determined applicable in the discretion of the Plan Administrator 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 Voyix, you have or will have access to, and knowledge of, certain NCR Voyix Confidential Information (as defined in Section 15 below). 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 Voyix Confidential Information can place NCR Voyix 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 NCR Voyix Confidential Information that you have acquired or will have acquired during your employment, you will be in a position to compete unfairly with NCR Voyix following the termination of your employment.

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

(1). **Non-Recruit/Hire** - Directly or indirectly (including assisting third parties) recruit, hire or solicit, or attempt to recruit, hire or solicit any employee of NCR Voyix, induce or attempt to induce any employee of NCR Voyix to terminate his or her employment with NCR Voyix, or refer any such employee to anyone outside of NCR Voyix for the purpose of that employee seeking, obtaining, or entering into an employment relationship or agreement to provide services;

(2). **Non-Solicitation** - Directly or indirectly (including assisting others), solicit or attempt to solicit the business of any NCR Voyix 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 Voyix employment for purposes of providing products or services that are competitive with those provided by NCR Voyix;

(3). **Non-Competition** - Perform services, directly or indirectly, in any capacity (including 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 Voyix during the 2 years prior to termination of your NCR Voyix employment;

(ii) in connection with NCR Voyix 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 Voyix employment or about which you obtained trade secret or other NCR Voyix 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)).

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(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 Voyix, (b) whose dealings with NCR Voyix 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 Voyix, or (d) who receives products or services authorized by NCR Voyix, 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 Voyix (including products, services or activities in the planning or development stage during your NCR Voyix employment) at the time of your separation from NCR Voyix and during the 2 years prior to termination of your NCR Voyix 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 and includes all entities on the Competing Organization List;

(iv) The "**Competing Organization List**," which NCR Voyix 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 Voyix employment, which is available on the NCR Voyix HR intranet, or from the NCR Voyix 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 in this Section (and the subsidiaries and affiliates of each) constitute NCR Voyix's Competing Organization List for 2024 (with designations such as "Inc." and "Corp." omitted from company names). This list will remain in effect until an updated list is approved/posted. You understand that the non-competition provisions in this Agreement are not limited to those on the list below, that other companies may qualify as competitors under this Agreement, and that you may be restricted from accepting employment or other work from such other companies, subject to the terms of this Agreement.

ACI Worldwide, Acuitive, Agilysys, Alkami Technology, Altametrics, Aptos, Diebold Nixdorf, Dimension Data/NTT, FIS (includes Zenmonics), Fiserv (includes First Data and Clover), Flooid, Fujitsu, Gilbarco Veeder-Root, GK Software, Global Payments, HP, Inc., Infor, Instacart, Jack Henry & Assoc., Korala Associates Ltd., Lavu Inc., Lightspeed Commerce (includes Upserve, Breadcrumb, Shopkeep), , LOC Software, Mashgin, Meridianlink, NationalLink, nCino, NSC Global, The ODP Corporation (Compucom), OLO, Oracle, PAR Technology, Q2, Qu, Revel Systems, SAP, Shift4, SpotOn Transact, Square, Temenos AG (includes Kony), The ODP Corporation (Compucom), Tillster, Toast, Toshiba TEC (includes Toshiba Global Commerce, Solutions), Unisys, and Westcon- Comstor, Glory, TCS (Tata Consultancy), PDI, Manhattan, BlueYonder, Relex, Symphony Retail, AWS, Clover, Ingenico, Verifone, Lenovo, IBM, Shopify, Restaurant365, Paytronix.

(v) All references to "**NCR Voyix**" in this Section 10 refer to NCR Voyix and any other Employer, including any company the stock or substantially all the assets of which NCR Voyix or any other Employer has acquired during the period applicable to the 2-year look back for the restrictive covenants referred to herein.

(d) **Consideration.** You acknowledge that (i) 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); (ii) 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 (iii) 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 Voyix shall be entitled to all of its remedies at law or in equity, including money damages and injunctive relief; (ii) in the event of such breach, in addition to NCR Voyix's other remedies, any unvested Stock Units will be immediately forfeited and deemed

canceled, and you agree to pay immediately to NCR Voyix 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 Voyix 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 Voyix may be entitled at law or in equity.

(f) **Subsequent Employment.** You agree that, while employed by NCR Voyix and for 1 year thereafter, you will communicate the contents of this Section 10 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 will be tolled and suspended during the pendency of any legal proceedings to enforce any of the covenants set forth in this Section 10 and that no time that is part of or subject to such tolling and suspension will 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 Voyix'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 Voyix, 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 Voyix'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 Voyix employment, you continue to reside or work in California or any other jurisdiction that prohibits the application thereof. Notwithstanding the foregoing, you are and shall continue to be prohibited from any unauthorized use, transfer, or disclosure of NCR Voyix 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 Voyix, 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 Voyix 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 Voyix 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 Voyix during the term of the Agreement in such amount as is minimally required by law ("Non-Competition Compensation"); however, NCR Voyix 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 Voyix 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 Voyix 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 Voyix. In such circumstances, you will not be subject to any ongoing non-competition or non-solicitation obligations, nor will NCR Voyix

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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 Voyix 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 Voyix will suffer irreparable damage, and you promise to pay NCR Voyix on demand damages in a sum equal to the amount of 6 months of your salary that was in effect when your NCR Voyix employment ended. You acknowledge that this sum represents a reasonable estimate of damages that NCR Voyix will suffer, and that, where local law allows, NCR Voyix may seek additional compensatory damages.

**11. Arbitration, and Class, Collective, and Representative Action Waiver.** [FOR U.S. EMPLOYEES ONLY:] You and NCR Voyix (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 Voyix and any other Employer 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 Voyix 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 Voyix 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](http://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. However, notwithstanding these general limitations, 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 or Washington, for whom arbitration shall be held in California and Washington respectively, 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. NCR Voyix shall be responsible for the cost of any filing fees to initiate arbitration and any other expenses of arbitration required by applicable law to be borne by the employer in an employment dispute. Each party shall bear its own attorney fees associated with the arbitration; other costs, and 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 your 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 Voyix, and the other individual(s)). Any issue concerning the validity of this class, collective or representative action waiver,

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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 in Atlanta, Georgia 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.

(c) **Waiver of Jury Trial.** By signing this Agreement and consenting to Arbitration, both I and NCR Voyix are knowingly and voluntarily waiving any right to a jury trial.

**12. Clawback Policy.** By accepting the Stock Units, you agree that then notwithstanding any provision of this Agreement, you may forfeit the Stock Units or be required to repay the Shares or Stock Units or the proceeds received from disposing of Shares or Stock Units under any applicable law or any clawback or compensation recovery policy adopted by the Company, its Board of Directors, or any Committee thereof.. You agree that NCR Voyix may, to the extent permitted or required by law or regulation (including NYSE rules and the Dodd-Frank Act), enforce any repayment obligation under applicable law or any such policy by reducing any amounts that may be owing from time to time by NCR Voyix to you, whether in the form of wages, severance, vacation pay or any other benefit or for any other reason, or enforce any other recoupment permitted by applicable law or regulation.

**13. Beneficiaries.** Beneficiaries may be designated (and designations may be changed or revoked), in the manner required by the Plan Administrator, to receive all or part of Stock Units in case of your death. In the event of your death, any portion of the Stock Units 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 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 (as determined by NCR Voyix in its sole discretion), the Shares underlying the Stock Units in question may be purchased by and distributed to your estate, in which event NCR Voyix shall have no further liability to anyone with respect to such Shares. For information about TPA beneficiary procedures, or to revoke or change a beneficiary designation, call Fidelity at 1-800-544-9354 (U.S. grantees) or 1-800-544-0275 (non-U.S. grantees). Non-U.S. employees may access the toll-free number at: <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 processed, in electronic or other form as described in the NCR Voyix Employee Privacy Notice applicable to your jurisdiction.

**15. Non-Disclosure of Confidential Information.** You acknowledge and agree that your employment with NCR Voyix or another Employer created a relationship of trust and confidence between you and the Employer with respect to, and that your position and its job duties exposed and/or will expose you to a broad variety of, NCR Voyix Confidential Information. As used in this Agreement, "NCR Voyix Confidential Information" means any information: of or held by NCR Voyix or any of its subsidiaries or affiliates that is not generally known or readily ascertainable by the public; or provided to NCR Voyix or any of its subsidiaries or affiliates by any person or entity subject to confidentiality obligations. NCR Voyix Confidential Information includes financial records, projections and forecasts, creations, discoveries, inventions, innovations, research, development, software, technology, works of authorship and the subject matter of intellectual property rights, company strategies, reports, plans, prospects and opportunities, employee information, market and sales information and plans (such as pricing, proposals and product introductions), and information about current and prospective customers (including their preferences and needs) and trade secrets. This Agreement, including its terms and conditions, shall be considered NCR Voyix Confidential Information. You agree, and represent and warrant, that you will not disclose or use and have not disclosed or used, in whole or in part, any NCR Voyix Confidential Information other than to the extent necessary in the ordinary course of performing your duties at and for your Employer and in accordance with NCR Voyix's and the Employer's policies, without the prior written consent of NCR Voyix, which may be granted or withheld in NCR Voyix's sole discretion, for any reason or no reason.

Notwithstanding anything to the contrary in this Agreement:

(a) In response to a valid subpoena, valid court, governmental or administrative order, or valid and mandatory discovery request ("Disclosure Request"), you may disclose, to the extent required thereby, requested NCR Voyix Confidential Information, or truthful testimony or information about NCR Voyix or your Employer (if different), provided, to the extent permitted by law, you provide NCR Voyix as much advance notice as practicable so as to enable NCR Voyix to seek to limit, condition, or quash such disclosure, as appropriate, including to obtain a protective order. Should you receive a

Disclosure Request, you may reach out to NCR Voyix's General Counsel or its law department for assistance, but you are not required to do so.

(b) [US EMPLOYEES ONLY:] An individual will 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 (1) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney, and (2) solely for the purpose of reporting or investigating a suspected violation of the law; or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

(c) You are not prohibited from reporting possible violations of the law to, or filing a charge or complaint with any federal, state or local governmental agency or commission ("Government Agencies"), including the Equal Employment Opportunity Commission, the Securities and Exchange Commission, the Department of Justice, or from making disclosures to Government Agencies that are protected by law (such as providing testimony and information during a government investigation), and you are not required to notify NCR Voyix that you have made any such reports or disclosures.

(d) [US EMPLOYEES ONLY:] This Agreement does not prohibit, nor shall it be interpreted as restraining or interfering with, employee rights under Section 7 of the National Labor Relations Act.

(e) (i) you may disclose this Agreement or any of its terms and conditions to your spouse, domestic partner, tax advisor, or attorney; and (ii) you may disclose the non-disclosure, non-competition, non-solicitation, and non-recruit/hire covenants herein to a prospective employer provided that you agree that you will, as applicable, require any persons or entities to whom disclosure is made as permitted in (i) or (ii) to keep such information confidential and not disclose it to others.

**16. No Advice Regarding Grant.** NCR Voyix is not (a) providing any tax, legal or financial advice, or (b) making any recommendations about your Plan participation, or any transaction relating to your Stock Units or the underlying Shares. You should consult with your own personal tax, legal and financial advisors before taking any Plan-related action.

**17. Electronic Documents and TPA Information.** This Agreement, including Section 10, is executed electronically, and is immediately binding upon your electronic acceptance. If you reside in a country that requires original ink signatures on paper, you waive this requirement to the extent permitted by law. You agree to receive all Award related documents electronically, and to participate in the Plan online through the TPA electronic system. Summaries and other information shown on the TPA website, which may be updated from time to time, shall be subject to the determinations of the Committee and the Plan Administrator, the Plan and this Agreement. The determinations of the Committee and the Plan Administrator, the Plan and this Agreement will govern in the event of any conflict with such TPA website summaries and other information.

**18. Severability, Waiver and Conflicting Terms.** The provisions of this Agreement are severable. If a court or other tribunal of competent jurisdiction holds any provision unenforceable or invalid, such provision will be severed and will not affect any other part hereof, which will be enforced as permitted by law; except 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 to render it valid and enforceable to the fullest extent permitted by law. You acknowledge that a waiver by NCR Voyix of breach of any provision of this Agreement will not operate or be construed as a waiver of any other provision of this Agreement or any subsequent breach of this Agreement. If this Agreement conflicts with the Plan in any respect, the Plan terms will prevail, except that Section 11 of this Agreement will prevail with respect to the law governing this Agreement and all claims relating to this Agreement.

**19. Amendment.** The NCR Voyix Board of Directors or the Committee or any delegate may amend your Award terms in this Agreement, except that no such amendment will be made that would materially impair your rights hereunder without your consent, except such an amendment made to comply with applicable law, including Code Section 409A, stock exchange rules or accounting rules.

**20. Rules for Participants in Non-U.S. Jurisdictions.** Notwithstanding anything herein or in the Plan to the contrary, if you are or become subject to the laws of a non-U.S. jurisdiction, your Award will be subject to (i) the special rules in [Appendix A](#) to this Agreement for your country and the laws and requirements of such non-U.S. jurisdiction to the extent so determined in the sole discretion of the Plan Administrator for legal or administrative reasons, and (ii) this Agreement's terms and conditions are deemed modified to the extent determined in the sole discretion of the Plan Administrator for legal or administrative reasons. Subject to Section 19, the Committee or the Plan Administrator may amend this Agreement before or

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after an Award is made and take any other action deemed appropriate in its sole discretion to obtain approval or comply with any necessary local governmental regulatory requirements or exemptions.

**21. Code of Conduct Certification; Compliance with Insider Trading Laws and NCR Voyix Insider Trading Policy; Code Section 409A Compliance.**

**Compliance.** Notwithstanding anything herein to the contrary, this Award of Stock Units and your right to receive payment of any Vested Stock Units are expressly conditioned upon your timely annual certification to the NCR Voyix Code of Conduct. If you do not timely provide any certification required by the Employer before vesting of any portion of the Stock Units, that portion of the Stock Units will be forfeited, except that no such forfeiture will 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 Voyix's Code of Conduct within thirty days following such notice.

With respect to any Shares distributed under this agreement, you understand and agree that you are responsible for reviewing, understanding and complying with Insider Trading laws and NCR Voyix's Insider Trading Policy (available on the internet or by request from the NCR Voyix Law Department), and that you may not trade in NCR Voyix securities except in compliance with the NCR Voyix Insider Trading Policy (as may be amended from time to time), which is incorporated herein by reference. You should consult an attorney if you have questions concerning such matters.

The parties intend that payments under this Agreement comply with Code Section 409A or are exempt therefrom, and this Agreement shall be interpreted, administered and governed in accordance with such intent. Notwithstanding anything contained herein to the contrary, you shall not be considered to have terminated employment with the Employer for purposes

of any payments under this Agreement which are subject to Code Section 409A until you would be considered to have incurred a "separation from service" from the Employer within the meaning of Code Section 409A. Each amount to be paid under this Agreement shall be construed as a separate identified payment for purposes of Code Section 409A. Without limiting the foregoing and notwithstanding anything contained herein to the contrary, to the extent required in order to avoid accelerated taxation and/or tax penalties under Code Section 409A: (A) amounts that would otherwise be payable and benefits that would otherwise be provided pursuant to this Agreement or any other arrangement between you and the Employer during the six (6) month period immediately following your separation from service shall instead be paid on the first business day after the date that is six (6) months following your separation from service (or, if earlier, your death), (B) for purposes of this Agreement, "Disability" shall have the meaning set forth in Treas. Reg. 1.409A-3(i)(4)(i), and (C) a Change in Control shall be deemed to have occurred only if a change in the ownership or effective control of NCR Voyix or a change in ownership of a substantial portion of the assets of NCR Voyix shall also be deemed to have occurred under Code Section 409A. Notwithstanding anything contained herein to the contrary, no payment shall be made pursuant to this Agreement prior to the earliest time that will not result in accelerated taxation and/or tax penalties under Code Section 409A. In addition, the Committee shall have the sole authority to make any accelerated payments permissible under Treas. Reg. Section 1.409A-3(j)(4) to you with respect to any deferred amounts, provided that such payments meet the requirements of Treas. Reg. Section 1.409A-3(j)(4). NCR Voyix makes no representation that any or all of the payments described in this Agreement will be exempt from or comply with Code Section 409A and makes no undertaking to preclude Code Section 409A from applying to any such payment.

**22. No Employment Modification.** The Plan and this Agreement do not constitute a contract of employment or impose on you or any Employer any obligation to retain you as an employee, to change the status of your employment, or to change the Employer's policies regarding termination of employment. For U.S. employees, employment with the Employer is at will, which means that you or the Employer may terminate the employment relationship at any time, with or without cause, unless otherwise provided in a valid, formal written employment agreement signed by you and an officer of the Employer.

**23. Execution and Validity of Agreement.** This Agreement shall be binding and effective upon NCR Voyix on the Grant Date. However, you will forfeit your Award and this Agreement shall have no force and effect if you do not duly execute it electronically on the TPA website at [www.netbenefits.fidelity.com](http://www.netbenefits.fidelity.com), in the form required by the Plan Administrator, within ninety (90) days after the Grant Date (or by other date required by the Plan Administrator).

**24. Notices.** All notices required hereunder shall be in writing and shall be deemed given upon the following business day if delivered personally (provided receipt of which is confirmed) or by courier service promising overnight delivery (with delivery confirmation) or five (5) business days after deposit in the U.S. Mail, certified with return receipt requested. All notices shall be addressed as follows: (a) If to NCR Voyix: **NCR Voyix Corporation** 864 Spring Street NW Atlanta GA 30308 Attn: General Counsel, with a copy via electronic mail to: [law.notices@ncrvoyix.com](mailto:law.notices@ncrvoyix.com) (b) if to you: your last known address shown in the personnel records of NCR Voyix, or (c) to such other address as either party will have furnished to the other in writing.

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## APPENDIX A

### Senior Executive Team

### 2024 Performance-Based Restricted Stock Unit Award Agreement

### (with LTI Free Cash Flow Conversion Percentage & LTI Relative Total Shareholder Return Metrics) PROVISIONS FOR NON-U.S.

#### PARTICIPANTS

##### Article I. Provisions for All Non-U.S. Participants

The following terms and conditions set forth in this Article I of Appendix A apply to Participants residing outside the United States or otherwise subject to the laws of a non-U.S. country. 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 Voyix, any of its Subsidiaries or Affiliates or the Employer, waive your ability, if any, to bring any such claim, and release NCR Voyix, 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 Voyix 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 Voyix, 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 Voyix, 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. **Language.** If you received this Agreement or any Plan related document translated into a non-English language, the English versions will control in the event of conflict. 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 your Award, you confirm having read and understood the Plan and this Agreement, including all terms and conditions of each, which were provided in English. 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 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 Voyix Common Stock and/or cash acquired under the Plan (including 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 Voyix Common Stock issued with respect thereto.

**5. Insider Trading Restrictions/Market Abuse Laws.** You acknowledge that your country of residence may subject you to insider trading and/or market abuse laws, which may restrict your ability to acquire or sell Shares or rights to such Shares (e.g., Stock Units) under the Plan during times you are considered to have "inside information" about NCR Voyix (as defined by your country's laws). Such restrictions apply in addition to any NCR Voyix insider trading policy restrictions. You acknowledge that it is your responsibility to comply with any applicable restrictions. You should consult with your personal advisor on these matters.

## **Article II. Country-Specific Provisions for Non-U.S. Participants**

This Article II of Appendix A includes special terms and conditions that apply if you reside in the below countries. These terms and conditions are in addition to (or, if indicated, in place of) those set forth in the Agreement. Capitalized terms used but not defined in this Article II have Agreement definitions (or if none, the Plan definitions). This Article II also includes information relating to exchange control and other issues that you should be aware with respect to Plan participation. 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 Voyix 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 acquired under the Plan are sold. In addition, the information is general in nature and may not apply to your particular situation and NCR Voyix 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 Voyix shall, in its discretion, determine to what extent the terms and conditions contained herein shall be applicable to you.

### **INDIA**

**Retirement.** Notwithstanding anything herein to the contrary, unless otherwise determined by the Plan Administrator, "Retirement" shall mean Termination of Employment at age 62 or older (or at such lower mandatory retirement age required by applicable India law, if any) with at least 10 years of continuous service with an Employer through your Termination Date (excluding service with acquired entities before the acquisition).

### **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 specific terms in this Article II of Appendix A. Upon vesting, 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 4 of this Agreement relating to a Good Reason Termination, Retirement or Mutually Agreed Retirement, each as defined herein (and in each case, to the extent specifically applicable to you), in the event of your resignation from service with NCR Voyix 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).

**Executive Chair**  
**2024 Time-Based Restricted Stock Unit Award Agreement NCR Corporation 2017 Stock**  
**Incentive Plan**

Congratulations on your award of time-based restricted stock units of NCR Voyix Common Stock as part of NCR Voyix's 2024 compensation program. The Compensation and Human Resources Committee of our Board of Directors approved your award in anticipation of your future contributions to the success of NCR Voyix. The award also recognizes your past performance and upholds our commitment to rewarding our higher performers. This award is an opportunity to celebrate your achievements and to continue to expand your ownership stake in NCR Voyix.

Your time-based restricted stock units ("Stock Units") are awarded (the "Award") by NCR Voyix Corporation ("NCR Voyix" or the "Company") under the NCR Corporation 2017 Stock Incentive Plan as in effect on the date of this Agreement ("Plan"). See the stock page at [www.netbenefits.fidelity.com](http://www.netbenefits.fidelity.com) for (i) the number of Stock Units granted to you, your date of grant ("Grant Date"), and other Award details, and (ii) additional important information about the Award, the Plan and NCR Voyix stock in the Prospectus dated November 2, 2020 (and the prior Plan Prospectus dated May 1, 2017 as applicable) which is also available on such stock page (a paper copy of the Prospectus is also available without charge upon request to [stock.administration@ncrvoyix.com](mailto:stock.administration@ncrvoyix.com)). Your award is subject to the terms of this Key Employee 2024 Time-Based Restricted Stock Unit Agreement ("Agreement") and the Plan. Capitalized terms not defined in this Agreement have the meanings provided under 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 (i) March 15, 2025, (ii) March 15, 2026 and (iii) March 15, 2027 (each a "Vesting Date"), provided that you are continuously employed by the Employer as Executive Chair of the Company or remain in service of the Company as non-employee director in accordance with Section 5 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. **Accelerated Vesting and Forfeiture Events.** Your Stock Units will vest earlier than the applicable Vesting Date, or be forfeited and cancelled before vesting, to the extent provided below. Except as otherwise provided in this Agreement, in the event of your Termination of Employment prior to a Vesting Date for any reason, all unvested Stock Units will automatically be forfeited and cancelled, and no Shares or cash will be issued or paid. For the avoidance of doubt, the treatment set forth in the chart below with respect to death, Disability, and Retirement shall continue to apply following a Change in Control.

Event	Treatment of Stock Units
Retirement or Involuntary Termination (other than for Cause)	<u>Vesting:</u> Your unvested Stock Units will vest pro rata on your Termination Date, determined by: (a) multiplying the total number of Stock Units awarded under this Agreement by a fraction, the numerator of which is your Work Period, and the denominator of which is the Vesting Period, and (b) subtracting from the resulting amount the number of Stock Units awarded pursuant to this Agreement that previously vested under this Agreement (if any).
Death, Disability, Change In Control Termination or Good Reason Termination	<u>Vesting:</u> 100% vesting on your Termination Date (with no proration).
Termination for Cause or Voluntary Resignation	All unvested Stock Units will be forfeited and cancelled.
Special Change in Control Rule	<u>Vesting:</u> Notwithstanding and without regard to any other provision of this Agreement to the contrary, if a Change in Control occurs before the Vesting Date and the Stock Units are not assumed, converted or replaced by a continuing entity or a publicly traded successor, all unvested Stock Units will become 100% Vested immediately before the Change in Control.

3. **Settlement of Stock Units.** Except as may be otherwise provided in Section 2 or 21 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: (i) 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 Date or the Change in Control date, as applicable, and (ii) to the extent required in order to avoid accelerated taxation and/or tax penalties under Code Section 409A, the settlement date shall be no later than 30 days after the Vesting Date or Termination Date, as applicable. Such Vested Stock Units will be paid to you in Shares (such that one Stock Unit equals one share of Common Stock) or, in NCR Voyix's sole discretion, in an amount of cash equal to the Fair Market Value of such number of Shares 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. **Definitions:** These definitions apply under this Agreement:

**"Change In Control Termination"** means, where this Award is assumed, converted or replaced by a publicly traded continuing entity or publicly traded successor, your Termination of Employment by the Employer or such continuing entity or such successor within twenty-four (24) months following a Change in Control other than for "Cause" (as defined in the Severance Plan applicable to you (if any) on your Termination Date; otherwise, as defined in the Plan). Notwithstanding anything herein to the contrary, a termination due to Disability shall not be treated as a Termination for "Cause" for any purpose under this Agreement.

**"Severance Plan"** means the Company's Severance Plan adopted by the Board of Directors or a committee thereof applicable to you (if any) as in effect on your Termination Date.

**"Disability"** means, except as otherwise provided herein, your qualifying for benefits under your Employer's long- term disability plan.

**"Employer"** means NCR Voyix Corporation (the Company) or any Subsidiary or Affiliate of NCR Voyix Corporation by which you are or have been employed.

**"Good Reason Termination"** means, where this Award is assumed, converted or replaced by a publicly traded continuing entity or a publicly traded successor, your Termination of Employment as Executive Chair of the Company by the Employer or such continuing entity or such successor within twenty-four (24) months following a Change in Control for "Good Reason" (as defined in the Severance Plan to the extent you are a Participant in the Severance Plan on your Termination Date; provided that if you are not a participant in the Severance Plan on your Termination Date, the provisions set forth in this Agreement with respect to "Good Reason Termination" shall not apply to you).

**"Include", "Includes," and "Including"** mean, respectively, include without limitation, includes without limitation, and including without limitation.

**"Involuntary Termination (other than for Cause)"** means your Termination of Employment by the Employer for any reason other than for "Cause" (as defined in the Plan), excluding: (i) any Termination of Employment due to Disability, and (ii) any Termination of Employment by the Employer or publicly traded continuing entity or publicly traded successor during the twenty-four (24) months following a Change in Control.

**"Retirement"** means your Termination of Employment at age 62 or older with at least 10 years of continuous service with an Employer through your Termination Date (excluding service with acquired entities before the acquisition).

**"Termination Date"** means the date of your Termination of Employment for any reason.

**"TPA"** means the third party administrator for the Plan

**"Vesting Period"** means the number of days in the period starting on the Grant Date and ending on your last Vesting Date.

**"Work Period"** means the number of days in the period starting on the Grant Date and ending on your Termination Date.

5. **Special Non-Employee Director Rules.**

Notwithstanding Section 2, above:

(a) if you cease to serve as Executive Chair of the Company but thereafter remain in service of the Company as a non-employee director your change in service from employee to non-employee director will not constitute a Termination of Employment and your unvested Stock Units will continue to vest and become earned in accordance with Section 1 during your service as non-employee director.

(b) If you cease to be a non-employee director due to failure to be renominated or re-elected to the Board for any reason other than Cause or a voluntary resignation from the Board, all unvested Stock Units will become 100% Vested immediately upon such date.

(c) If you cease to be a non-employee director due to your voluntary resignation from the Board where no basis for Cause exists, your unvested Stock Units will vest pro rata on your Termination Date, determined by: (i) multiplying the total number of Stock Units awarded under this Agreement by a fraction, the numerator of which is your Work Period, and the denominator of which is the Vesting Period, and (ii) subtracting from the resulting amount the number of Stock Units awarded pursuant to this Agreement that previously vested under this Agreement (if any).

6. **Compensation.** Your Plan participation is voluntary. The value of your Award is an extraordinary item of income, is not part of your normal or expected compensation and will 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 Award is a one-time benefit that creates no contractual or other right to further awards or other future benefits. Future grants (if any) and their terms are at the sole discretion of NCR Voyix.

7. **Nontransferability.** At all times before each Vesting Date, unvested Stock Units 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, NCR Voyix 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 the 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 Voyix 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 Voyix's Common Stock on the Dividend Payment Date.

9. **Withholding.** Before tax and withholding events, as a condition of your receiving Shares in respect of the Stock Units, you agree to make arrangements satisfactory to the Employer and Plan Administrator to satisfy all income tax, social insurance tax, payroll tax, fringe benefits tax and other Federal, state or local and non-U.S. tax payment or withholding requirements or other tax related items (collectively, "Tax-Related Items") determined by the Plan Administrator in its sole discretion in connection with the Award or your participation in the Plan, including paying NCR Voyix, in its sole discretion, through payroll withholding or other Plan Administrator-required method, the amount of Tax-Related Items required to be paid or withheld with respect to the Stock Units. Such payment of Tax-Related Items will be made by NCR Voyix withholding Shares issuable upon settlement of the Stock Units equal to the amount required to be withheld or paid as

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determined by NCR Voyix, 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 Voyix ("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 Voyix and any brokerage firm approved by NCR Voyix to sell on your behalf the Shares underlying the Stock Units that NCR Voyix determines will satisfy such Tax-Related Items. Any withholding of Shares or sale or cash payment pursuant to this Section will occur when the requirement to withhold or pay taxes arises, or as soon as practicable afterwards if permitted by NCR Voyix. If 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 Voyix 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.

You agree that the ultimate liability for all Tax-Related Items remains your responsibility and may exceed the amount withheld. Depending on the withholding method, NCR Voyix may withhold or account for Tax-Related Items by considering such statutory withholding rates as may be determined applicable in the discretion of the Plan Administrator 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 Voyix, you have or will have access to, and knowledge of, certain NCR Voyix Confidential Information (as defined in Section 15 below). 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 Voyix Confidential Information can place NCR Voyix 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 NCR Voyix Confidential Information that you have acquired or will have acquired during your employment, you will be in a position to compete unfairly with NCR Voyix following the termination of your employment.

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

(1). **Non-Recruit/Hire** - Directly or indirectly (including assisting third parties) recruit, hire or solicit, or attempt to recruit, hire or solicit any employee of NCR Voyix, induce or attempt to induce any employee of NCR Voyix to terminate his or her employment with NCR Voyix, or refer any such employee to anyone outside of NCR Voyix for the purpose of that employee seeking, obtaining, or entering into an employment relationship or agreement to provide services;

(2). **Non-Solicitation** - Directly or indirectly (including assisting others), solicit or attempt to solicit the business of any NCR Voyix 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 Voyix employment for purposes of providing products or services that are competitive with those provided by NCR Voyix;

(3). **Non-Competition** - Perform services, directly or indirectly, in any capacity (including 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 Voyix during the 2 years prior to termination of your NCR Voyix employment;

(ii) in connection with NCR Voyix 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 Voyix employment or about which you obtained trade secret or other NCR Voyix 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 Voyix, (b) whose dealings with NCR Voyix 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 Voyix, or (d) who receives products or services authorized by NCR Voyix, 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 Voyix (including products, services or activities in the planning or development stage during your NCR Voyix employment) at the time of your separation from NCR Voyix and during the 2 years prior to termination of your NCR Voyix 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 and includes but is not limited to all entities on the Competing Organization List;

(iv) The "**Competing Organization List**," which NCR Voyix 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 Voyix employment, which is available on the NCR Voyix HR intranet, or from the NCR Voyix 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 in this Section (and the subsidiaries and affiliates of each) constitute NCR Voyix's Competing Organization List for 2024 (with designations such as "Inc." and "Corp." omitted from company names). This list will remain in effect until an updated list is approved/posted. You understand that the non-competition provisions in this Agreement are not limited to those on the list below, that other companies may qualify as competitors under this Agreement, and that you may be restricted from accepting employment or other work from such other companies, subject to the terms of this Agreement.

ACI Worldwide, Acuitive, Agilysys, Alkami Technology, Altametrics, Aptos, Diebold Nixdorf, Dimension Data/NTT, FIS (includes Zenmonics), Fiserv (includes First Data and Clover), Flooid, Fujitsu, Gilbarco Veeder- Root, GK Software, Global Payments, HP, Inc., Infor, Instacart, Jack Henry & Assoc., Korala Associates Ltd., Lavu Inc., Lightspeed Commerce (includes Upserve, Breadcrumb, Shopkeep), , LOC Software, Mashgin, Meridianlink, NationalLink, nCino, NSC Global, The ODP Corporation (Compucom), OLO, Oracle, PAR Technology, Q2, Qu, Revel Systems, SAP, Shift4, SpotOn Transact, Square, Temenos AG (includes Kony), The ODP Corporation (Compucom), Tillster, Toast, Toshiba TEC (includes Toshiba Global Commerce, Solutions), Unisys, and Westcon-Comstor, Glory, TCS (Tata Consultancy), PDI, Manhattan, BlueYonder, Relex, Symphony Retail, AWS, Clover, Ingenico, Verifone, Lenovo, IBM, Shopify, Restaurant365, Paytronix.

(v) All references to "NCR Voyix" in this Section 10 refer to NCR Voyix and any other Employer, including any company the stock or substantially all the assets of which NCR Voyix or any other Employer has acquired during the period applicable to the 2-year look back for the restrictive covenants referred to herein.

(d) **Consideration.** You acknowledge that (i) 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); (ii) 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 (iii) 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 Voyix shall be entitled to all of its remedies at law or in equity, including money damages and injunctive relief; (ii) in the event of such breach, in addition to NCR Voyix's other remedies, any unvested Stock Units will be immediately forfeited and deemed canceled, and you agree to pay immediately to NCR Voyix the Fair Market Value of any Stock Units that vested during the

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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 Voyix 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 Voyix may be entitled at law or in equity.

(f) **Subsequent Employment.** You agree that, while employed by NCR Voyix and for 1 year thereafter, you will communicate the contents of this Section 10 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 will be tolled and suspended during the pendency of any legal proceedings to enforce any of the covenants set forth in this Section 10 and that no time that is part of or subject to such tolling and suspension will 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 Voyix'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 Voyix, 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 Voyix'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 Voyix employment, you continue to reside or work in California or any other jurisdiction that prohibits the application thereof. Notwithstanding the foregoing, you are and shall continue to be prohibited from any unauthorized use, transfer, or disclosure of NCR Voyix 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 Voyix, 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 Voyix 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 Voyix 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, 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 Voyix during the term of the Agreement in such amount as is minimally required by law ("Non-Competition Compensation"); however, NCR Voyix 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 Voyix 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 Voyix 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 Voyix. In such circumstances, you will not be subject to any ongoing non-competition or non-solicitation obligations, nor will NCR Voyix 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:]

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Section 10(b)(2) and (3) of this Section do not apply to you if, following the termination of your NCR Voyix 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 Voyix will suffer irreparable damage, and you promise to pay NCR Voyix on demand damages in a sum equal to the amount of 6 months of your salary that was in effect when your NCR Voyix employment ended. You acknowledge that this sum represents a reasonable estimate of damages that NCR Voyix will suffer, and that, where local law allows, NCR Voyix may seek additional compensatory damages.

**11. Arbitration, and Class, Collective, and Representative Action Waiver.** [FOR U.S. EMPLOYEES ONLY:] You and NCR Voyix (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 Voyix and any other Employer 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 Voyix 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 Voyix 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](http://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. However, notwithstanding these general limitations, 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 or Washington, for whom arbitration shall be held in California and Washington respectively, 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. NCR Voyix shall be responsible for the cost of any filing fees to initiate arbitration and any other expenses of arbitration required by applicable law to be borne by the employer in an employment dispute. Each party shall bear its own attorney fees associated with the arbitration; other costs, and 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 your 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 Voyix, 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

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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 in Atlanta, Georgia 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.

(c) **Waiver of Jury Trial.** By signing this Agreement and consenting to Arbitration, both I and NCR Voyix are knowingly and voluntarily waiving any right to a jury trial.

12. **Clawback Policy.** By accepting the Stock Units, you agree that, then notwithstanding any provision of this Agreement, you may forfeit the Stock Units or be required to repay the Shares or Stock Units or the proceeds received from disposing of Shares or Stock Units under any applicable law or any clawback or compensation recovery policy adopted by the Company, its Board of Directors or any Committee thereof. You agree that NCR Voyix may, to the extent permitted or required by law or regulation (including NYSE rules and the Dodd-Frank Act), enforce any repayment obligation under applicable law or any such policy by reducing any amounts that may be owing from time to time by NCR Voyix to you, whether in the form of wages, severance, vacation pay or any other benefit or for any other reason, or enforce any other recoupment permitted by applicable law or regulation.

13. **Beneficiaries.** Beneficiaries may be designated (and designations may be changed or revoked), in the manner required by the Plan Administrator, to receive all or part of Stock Units in case of your death. In the event of your death, any portion of the Stock Units 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 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 (as determined by NCR Voyix in its sole discretion), the Shares underlying the Stock Units in question may be purchased by and distributed to your estate, in which event NCR Voyix shall have no further liability to anyone with respect to such Shares. For information about TPA beneficiary procedures, or to revoke or change a beneficiary designation, call Fidelity at 1-800-544-9354 (U.S. grantees) or 1-800-544-0275 (non-U.S. grantees). Non-U.S. employees may access the toll-free number at: <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 processed, in electronic or other form as described in the NCR Voyix Employee Privacy Notice applicable to your jurisdiction.

15. **Non-Disclosure of Confidential Information.** You acknowledge and agree that your employment with NCR Voyix or another Employer created a relationship of trust and confidence between you and the Employer with respect to, and that your position and its job duties exposed and/or will expose you to a broad variety of, NCR Voyix Confidential Information. As used in this Agreement, "NCR Voyix Confidential Information" means any information: of or held by NCR Voyix or any of its subsidiaries or affiliates that is not generally known or readily ascertainable by the public; or provided to NCR Voyix or any of its subsidiaries or affiliates by any person or entity subject to confidentiality obligations. NCR Voyix Confidential Information includes financial records, projections and forecasts, creations, discoveries, inventions, innovations, research, development, software, technology, works of authorship and the subject matter of intellectual property rights, company strategies, reports, plans, prospects and opportunities, employee information, market and sales information and plans (such as pricing, proposals and product introductions), and information about current and prospective customers (including their preferences and needs) and trade secrets. This Agreement, including its terms and conditions, shall be considered NCR Voyix Confidential Information. You agree, and represent and warrant, that you will not disclose or use and have not disclosed or used, in whole or in part, any NCR Voyix Confidential Information other than to the extent necessary in the ordinary course of performing your duties at and for your Employer and in accordance with NCR Voyix's and the Employer's policies, without the prior written consent of NCR Voyix, which may be granted or withheld in NCR Voyix's sole discretion, for any reason or no reason.

Notwithstanding anything to the contrary in this Agreement:

(a) In response to a valid subpoena, valid court, governmental or administrative order, or valid and mandatory discovery request ("Disclosure Request"), you may disclose, to the extent required thereby, requested NCR Voyix Confidential Information, or truthful testimony or information about NCR Voyix or your Employer (if different), provided, to the extent permitted by law, you provide NCR Voyix as much advance notice as practicable so as to enable NCR Voyix to seek to limit, condition, or quash such disclosure, as appropriate, including to obtain a protective order. Should you receive a Disclosure Request, you may reach out to NCR Voyix's General Counsel or its law department for assistance, but you are not required to do so.

(b) [US EMPLOYEES ONLY:] An individual will 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 (1) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney, and (2) solely for the purpose of reporting or investigating a suspected violation of the law; or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

(c) You are not prohibited from reporting possible violations of the law to, or filing a charge or complaint with any federal, state or local governmental agency or commission ("Government Agencies"), including the Equal Employment Opportunity Commission, the Securities and Exchange Commission, the Department of Justice, or from making disclosures to Government Agencies that are protected by law (such as providing testimony and information during a government investigation), and you are not required to notify NCR Voyix that you have made any such reports or disclosures.

(d) [US EMPLOYEES ONLY:] This Agreement does not prohibit, nor shall it be interpreted as restraining or interfering with, employee rights under Section 7 of the National Labor Relations Act.

(e) (i) you may disclose this Agreement or any of its terms and conditions to your spouse, domestic partner, tax advisor, or attorney; and (ii) you may disclose the non-disclosure, non-competition, non-solicitation, and non-recruit/hire covenants herein to a prospective employer provided that you agree that you will, as applicable, require any persons or entities to whom disclosure is made as permitted in (i) or (ii) to keep such information confidential and not disclose it to others.

16. **No Advice Regarding Grant.** NCR Voyix is not (a) providing any tax, legal or financial advice, or (b) making any recommendations about your Plan participation, or any transaction relating to your Stock Units or the underlying Shares. You should consult with your own personal tax, legal and financial advisors before taking any Plan-related action.

17. **Electronic Documents and TPA Information.** This Agreement, including Section 10, is executed electronically, and is immediately binding upon your electronic acceptance. If you reside in a country that requires original ink signatures on paper, you waive this requirement to the extent permitted by law. You agree to receive all Award related documents electronically, and to participate in the Plan online through the TPA electronic system. Summaries and other information shown on the TPA website, which may be updated from time to time, shall be subject to the determinations of the Committee and the Plan Administrator, the Plan and this Agreement. The determinations of the Committee and the Plan Administrator, the Plan and this Agreement will govern in the event of any conflict with such TPA website summaries and other information.

18. **Severability, Waiver and Conflicting Terms.** The provisions of this Agreement are severable. If a court or other tribunal of competent jurisdiction holds any provision unenforceable or invalid, such provision will be severed and will not affect any other part hereof, which will be enforced as permitted by law; except 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 to render it valid and enforceable to the fullest extent permitted by law. You acknowledge that a waiver by NCR Voyix of breach of any provision of this Agreement will not operate or be construed as a waiver of any other provision of this Agreement or any subsequent breach of this Agreement. If this Agreement conflicts with the Plan in any respect, the Plan terms will prevail, except that Section 11 of this Agreement will prevail with respect to the law governing this Agreement and all claims relating to this Agreement.

19. **Amendment.** The NCR Voyix Board of Directors or the Committee or any delegate may amend your Award terms in this Agreement, except that no such amendment will be made that would materially impair your rights hereunder without your consent, except such an amendment made to comply with applicable law, including Code Section 409A, stock exchange rules or accounting rules.

20. **Rules for Participants in Non-U.S. Jurisdictions.** Notwithstanding anything herein or in the Plan to the contrary, if you are or become subject to the laws of a non-U.S. jurisdiction, your Award will be subject to (i) the special rules in [Appendix A](#) to this Agreement for your country and the laws and requirements of such non-U.S. jurisdiction to the extent so determined in the sole discretion of the Plan Administrator for legal or administrative reasons, and (ii) this Agreement's terms and conditions are deemed modified to the extent determined in the sole discretion of the Plan Administrator for legal or administrative reasons. Subject to Section 19, the Committee or the Plan Administrator may amend this Agreement before or after an Award is made and take any other action deemed appropriate in its sole discretion to obtain approval or comply with any necessary local governmental regulatory requirements or exemptions.

21. **Code of Conduct Certification; Compliance with Insider Trading Laws and NCR Voyix Insider Trading Policy; Code Section 409A Compliance.** Notwithstanding anything herein to the contrary, this Award of Stock Units and your right to receive payment of any Vested Stock Units are expressly conditioned upon your timely annual certification to the

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NCR Voyix Code of Conduct. If you do not timely provide any certification required by the Employer before vesting of any portion of the Stock Units, that portion of the Stock Units will be forfeited, except that no such forfeiture will 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 Voyix's Code of Conduct within thirty days following such notice.

With respect to any Shares distributed under this agreement, you understand and agree that you are responsible for reviewing, understanding and complying with Insider Trading laws and NCR Voyix's Insider Trading Policy (available on the internet or by request from the NCR Voyix Law Department), and that you may not trade in NCR Voyix securities except in compliance with the NCR Voyix Insider Trading Policy (as may be amended from time to time), which is incorporated herein by reference. You should consult an attorney if you have questions concerning such matters.

The parties intend that payments under this Agreement comply with Code Section 409A or are exempt therefrom, and this Agreement shall be interpreted, administered and governed in accordance with such intent. Notwithstanding anything contained herein to the contrary, you shall not be considered to have terminated employment with the Employer for purposes

of any payments under this Agreement which are subject to Code Section 409A until you would be considered to have incurred a "separation from service" from the Employer within the meaning of Code Section 409A. Each amount to be paid under this Agreement shall be construed as a separate identified payment for purposes of Code Section 409A. Without limiting the foregoing and notwithstanding anything contained herein to the contrary, to the extent required in order to avoid accelerated taxation and/or tax penalties under Code Section 409A: (A) amounts that would otherwise be payable and benefits that would otherwise be provided pursuant to this Agreement or any other arrangement between you and the Employer during the six (6) month period immediately following your separation from service shall instead be paid on the first business day after the date that is six (6) months following your separation from service (or, if earlier, your death), (B) for purposes of this Agreement, "Disability" shall have the meaning set forth in Treas. Reg. 1.409A-3(i)(4)(i), and (C) a Change in Control shall be deemed to have occurred only if a change in the ownership or effective control of NCR Voyix or a change in ownership of a substantial portion of the assets of NCR Voyix shall also be deemed to have occurred under Code Section 409A. Notwithstanding anything contained herein to the contrary, no payment shall be made pursuant to this Agreement prior to the earliest time that will not result in accelerated taxation and/or tax penalties under Code Section 409A. In addition, the Committee shall have the sole authority to make any accelerated payments permissible under Treas. Reg. Section 1.409A-3(j)(4) to you with respect to any deferred amounts, provided that such payments meet the requirements of Treas. Reg. Section 1.409A-3(j)(4). NCR Voyix makes no representation that any or all of the payments described in this Agreement will be exempt from or comply with Code Section 409A and makes no undertaking to preclude Code Section 409A from applying to any such payment.

22. **No Employment Modification.** The Plan and this Agreement do not constitute a contract of employment or impose on you or any Employer any obligation to retain you as an employee, to change the status of your employment, or to change the Employer's policies regarding termination of employment. For U.S. employees, employment with the Employer is at will, which means that you or the Employer may terminate the employment relationship at any time, with or without cause, unless otherwise provided in a valid, formal written employment agreement signed by you and an officer of the Employer.

23. **Execution and Validity of Agreement.** This Agreement shall be binding and effective upon NCR Voyix on the Grant Date. However, you will forfeit your Award and this Agreement shall have no force and effect if you do not duly execute it electronically on the TPA website at [www.netbenefits.fidelity.com](http://www.netbenefits.fidelity.com), in the form required by the Plan Administrator, within ninety (90) days after the Grant Date (or by other date required by the Plan Administrator).

24. **Notices.** All notices required hereunder shall be in writing and shall be deemed given upon the following business day if delivered personally (provided receipt of which is confirmed) or by courier service promising overnight delivery (with delivery confirmation) or five (5) business days after deposit in the U.S. Mail, certified with return receipt requested. All notices shall be addressed as follows: (a) If to NCR Voyix: **NCR Voyix** 864 Spring Street NW Atlanta GA 30308 Attn: General Counsel, with a copy via electronic mail to: [law.notices@ncrvoyix.com](mailto:law.notices@ncrvoyix.com), (b) if to you: your last known address shown in the personnel records of NCR Voyix, or (c) to such other address as either party will have furnished to the other in writing.

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**APPENDIX A**  
**PROVISIONS FOR NON-U.S. PARTICIPANTS**  
**Key Employee**

**2024 Time-Based Restricted Stock Unit Award Agreement Article I. Provisions for All Non-U.S.**

**Participants**

The following terms and conditions set forth in this Article I of Appendix A apply to Participants residing outside the United States or otherwise subject to the laws of a non-U.S. country. 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 Voyix, any of its Subsidiaries or Affiliates or the Employer, waive your ability, if any, to bring any such claim, and release NCR Voyix, 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 Voyix 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 Voyix, 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 Voyix, 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 received this Agreement or any Plan related document translated into a non-English language, the English versions will control in the event of conflict. You acknowledge that it is your express wish that this Agreement, as well as all documents, notices, and legal proceedings entered into, given or constituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English. By accepting your Award, you confirm having read and understood the Plan and this Agreement, including all terms and conditions of each, which were provided in English. 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 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 Voyix Common Stock and/or cash acquired under the Plan (including 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 Voyix Common Stock issued with respect thereto.

**5. Insider Trading Restrictions/Market Abuse Laws.** You acknowledge that your country of residence may subject you to insider trading and/or market abuse laws, which may restrict your ability to acquire or sell Shares or rights to such Shares (e.g., Stock Units) under the Plan during times you are considered to have "inside information" about NCR Voyix (as defined by your country's laws). Such restrictions apply in addition to any NCR Voyix insider trading policy restrictions. You acknowledge that it is your responsibility to comply with any applicable restrictions. You should consult with your personal advisor on these matters.

## **Article II. Country-Specific Provisions for Non-U.S. Participants**

This Article II of Appendix A includes special terms and conditions that apply if you reside in the below countries. These terms and conditions are in addition to (or, if indicated, in place of) those set forth in the Agreement. Capitalized terms used but not defined in this Article II have Agreement definitions (or if none, the Plan definitions). This Article II also includes information relating to exchange control and other issues that you should be aware with respect to Plan participation. 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 Voyix 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 acquired under the Plan are sold. In addition, the information is general in nature and may not apply to your particular situation and NCR Voyix 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 Voyix shall, in its discretion, determine to what extent the terms and conditions contained herein shall be applicable to you.

### **INDIA**

**Retirement.** Notwithstanding anything herein to the contrary, unless otherwise determined by the Plan Administrator, "Retirement" shall mean Termination of Employment at age 62 or older (or at such lower mandatory retirement age required by applicable India law, if any) with at least 10 years of continuous service with an Employer through your Termination Date (excluding service with acquired entities before the acquisition).

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## 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 specific terms in this Article II of Appendix A. Upon vesting, 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 4 of this Agreement relating to a Good Reason Termination or your Retirement, each as defined herein (and in each case, to the extent specifically applicable to you), in the event of your resignation from service with NCR Voyix 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).

864 Spring St.NW  
Atlanta, GA30308

ncrvoyix.com

May 13, 2024

Anthony Radesca

Dear Anthony,

Welcome to NCR Voyix, a global technology company that runs the everyday transactions that make your life easier.

With a global presence in 35 countries, our employees around the world offer a broad perspective and range of skills that enable our customers to make every customer interaction with their business an exceptional experience.

We are pleased to present you with this offer of employment at NCR Voyix. I am certain you will be a key contributor to this organization. On behalf of my team, we look forward to you joining us.

Employer (Legal Entity): NCR Voyix Corporation (the 'Company' or "NCR Voyix")

Position: Your title upon hire will be SVP & Chief Accounting Officer

Job Grade: E4

Reporting To: Brian Webb Walsh

Business Unit: Corporate Finance and Accounting

Location: West Islip, NY

Start Date: May 14, 2024

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**Base Salary:**

Your annual base salary will be \$400,000 per year, commencing as of your Start Date.

The Company operates on a bi-weekly pay schedule. You will be paid two-weeks' salary every other Friday following the close of the preceding pay cycle. Pay Calendars are available on the Company Portal on HR Central.

**Management Incentive Plan - MIP:**

Effective upon your start date, you will participate in NCR Voyix's Management Incentive Plan ("MIP"), subject to the terms of the MIP. The MIP is an annual bonus program with a payout that varies based on NCR Voyix's results and your individual performance.

Your MIP incentive opportunity for the 2024 year will be 60% of base salary. Your MIP payout for the 2024 plan year, to the extent payable, will be issued in or about March 2025.

Please note that the MIP guidelines are subject to change from time to time, which will be determined at the discretion of the Committee. You must be a current employee at the time of payment in order to receive the annual bonus payout.

**Equity Award:**

Subject to your acceptance of this offer and your timely execution of the associated award agreements, you will receive an NCR Voyix equity award with a grant value of US\$420,000, to be delivered in the form of NCR Time-Based Restricted Stock Units, as described below. The effective date of the grant ("Grant Date") will be on or around your start date following approval of the grant.

On the Grant Date, NCR Voyix will grant you Time-Based Restricted Stock Units (the "Time- Based Units"), each of which represents a single share of NCR Voyix common stock. The actual number of Time-Based Units will be determined by taking the value of the award and dividing it by the closing price of NCR Voyix stock on the Grant Date. The result shall be rounded to the nearest whole unit. Subject to your continued employment with NCR Voyix at that time, 100% of the Time-Based Units will vest ratably on an annual basis over three years from the Grant Date. The Time-Based Units will be subject to the standard terms and conditions found in the award agreements.

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Your equity award will be issued under the terms of NCR Stock Incentive Plan, which is administered by Fidelity Investments®. The specific terms and conditions relating to the award are outlined in the award agreement contained on Fidelity's website. Within several weeks of your Grant Date, your award should be loaded to Fidelity's system. You can access your award at [www.netbenefits.fidelity.com](http://www.netbenefits.fidelity.com). Please review the grant information carefully, including the award agreement, and indicate your acceptance of the award and of the grant terms by clicking on the appropriate button within the prescribed time for acceptance. You must accept the award agreement in order to receive the benefits of the award. If you have questions about your shares, call the Fidelity Stock Plan Services Line at 1-800-544-9354. For questions that Fidelity is unable to answer, contact NCR by e-mail at [stock.administration@ncr.com](mailto:stock.administration@ncr.com).

**Long-term Equity Incentive program (LTI) for 2025 and beyond:**

As an executive at NCR Voyix, you will be eligible to participate in the annual Management Long-Term Incentive (LTI) Equity Award Program. For 2025, your target incentive award will be \$420,000 and comprised of grants of the same type and in similar proportion as are awarded to other senior executives of NCR Voyix. As an eligible participant, you will be considered for an LTI equity award based on your individual contributions, your relative performance amongst peers, as well as your future potential to contribute to NCR Voyix's success. LTI equity awards are not guaranteed and are generally granted during February of each year, subject to approval by the Committee of the NCR Voyix Board of Directors.

You must be a current employee of NCR Voyix on the applicable grant date in order to be eligible to receive any NCR Voyix LTI equity award. Other award terms are set forth in the plan governing these awards, and you must electronically accept the award agreement each time one is made in order to be eligible to receive its benefit.

**Section 409A of the Code:**

While the tax treatment of the payments and benefits provided under this letter is not warranted or guaranteed, it is intended that such payments and benefits shall either be exempt from, or comply with, the requirements of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"). This letter shall be construed, administered and governed in a manner that effects such intent. In particular, and without limiting the foregoing, any reimbursements or in-kind benefits provided under this letter that are taxable benefits (and

are not disability pay or death benefit plans within the meaning of Section 409A of the Code) shall be subject to the following rules:

- Any such reimbursements shall be paid no later than the end of the calendar year next following the calendar year in which you incur the reimbursable expenses.
- The amount of reimbursable expenses or in-kind benefits that NCR is obligated to pay or provide during any given calendar year shall not affect the amount of reimbursable expenses or in-kind benefits that NCR is obligated to pay or provide during any other calendar year.
- Your right to have the Company reimburse expenses or provide in-kind benefits may not be liquidated or exchanged for any other benefit.

Notwithstanding any other provision of this letter, NCR Voyix may withhold from any amounts payable hereunder, or any other benefits received pursuant hereto, such minimum federal, state and/or local taxes as shall be required to be withheld under any applicable law or regulation.

#### Vacation/Holidays:

Under the Company's vacation policy, you are entitled to receive paid vacation days and holidays. Eligible vacation is based on grade level or years of Company service, whichever provides the greater benefit. A detailed breakdown of the vacation benefit can be found in the 'Benefits Summary' document.

The Company recognizes the following as paid holidays:

New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. The Company also provides six (6) Floating Holidays, which can be used at any time during the year while recognizing customer and business needs. In the first year of hire, the number of available floating holidays is prorated.

#### Severance:

If you are terminated without Cause or resign for Good Reason, you will be eligible for severance pursuant to the terms of the NCR Voyix Corporation 2024 Executive Severance Plan, adopted March 13, 2024. Eligibility for severance benefits is conditioned upon your agreement to, execution of, and non-revocation) of a general release of all claims in a form reasonably acceptable to NCR Voyix, as set out in the Plan.

864 Spring St.NW  
Atlanta, GA30308

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#### Benefits:

You are eligible for benefits to be effective on the first day of employment with the Company. You have 30 days from your date of hire to enroll for health insurance (medical, dental and vision benefits) as well as other disability and life insurance plans. If you do not enroll for coverage when eligible, you will be defaulted into Core Benefits for Basic Life Insurance, Core Short-Term and Long-Term Disability Insurance only. During this timeframe you will also have the opportunity to cover your eligible dependents retroactive to your first day of employment. A summary outlining available benefits programs is provided in the 'Benefits Summary' Document.

#### Employee Stock Purchase Plan:

The Employee Stock Purchase Plan gives full-time employees the opportunity to become owners in the Company and enter into a long-term savings plan while participating in the growth of the Company. For additional details regarding the plan, please visit the ESPP page on the NCR Voyix intranet.

#### Variations:

The Company reserves the right to make reasonable changes to any of the terms of your employment. You will be notified in writing of any changes as soon as possible and in any event within one month of the change.

This offer of employment is contingent upon your agreement to the conditions of employment outlined in this employment letter and Appendix A and its Attachments A, B, C, and D, and your successful passing of a background check.

This letter supersedes and completely replaces any prior oral or written communication concerning the subject matters addressed in this letter. This letter is not an employment contract and should not be construed or interpreted as containing any guarantee of continued employment or employment for a specific term.

Please indicate your decision on this offer of employment by electronically signing all offer documentation within three days (3) days from the date of this offer. Please also save/print a copy of the offer documentation for your files.

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Anthony, I am excited about the contributions, experience and knowledge you can bring to the Company. We have assembled some of the best professionals in the industry and are convinced that your expertise will help us further enhance the Company's reputation.

Sincerely,  
Brian Webb Walsh EVP & CFO

**Accepting this Offer of Employment:**

By accepting and signing the Company's offer of employment you certify to the Company that you are not subject to a non-competition agreement with any company or to any other post- employment restrictive covenants that would preclude or restrict you from performing the Company position being offered in this letter. We also advise you of the Company's strong policy of respecting the intellectual property rights of other companies. You should not bring with you to your position any documents or materials designated as confidential, proprietary or trade secret by another company, nor in any other way disclose trade secret information while employed by the Company.

You further acknowledge that this employment letter and Appendix A reflect the general description of the terms and conditions of your employment with the Company and is not a contract of employment for any definite duration of time. The employment relationship with the Company is by mutual consent ("Employment at Will"). This means either you or the Company have the right to discontinue the employment relationship with or without cause at any time and for any reason.

I have read the foregoing information relative to the Company's conditions of employment and understand that my employment offer is conditioned upon their satisfaction.

**Acknowledged and Agreed**

/s/ Anthony Radesca  
Date: 5/13/24

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**Executive Leadership Team**  
**2024 Time-Based Restricted Stock Unit Award Agreement**  
**NCR Corporation 2017 Stock Incentive Plan**

Congratulations on your award of time-based restricted stock units of NCR Voyix Common Stock as part of NCR Voyix's 2024 compensation program. The Compensation and Human Resources Committee of our Board of Directors approved your award in anticipation of your future contributions to the success of NCR Voyix. The award also recognizes your past performance and upholds our commitment to rewarding our higher performers. This award is an opportunity to celebrate your achievements and to continue to expand your ownership stake in NCR Voyix.

Your time-based restricted stock units ("Stock Units") are awarded (the "Award") by NCR Voyix Corporation ("NCR Voyix" or the "Company") under the NCR Corporation 2017 Stock Incentive Plan as in effect on the date of this Agreement ("Plan"). See the stock page at [www.netbenefits.fidelity.com](http://www.netbenefits.fidelity.com) for (i) the number of Stock Units granted to you, your date of grant ("Grant Date"), and other Award details, and (ii) additional important information about the Award, the Plan and NCR Voyix stock in the Prospectus dated November 2, 2020 (and the prior Plan Prospectus dated May 1, 2017 as applicable) which is also available on such stock page (a paper copy of the Prospectus is also available without charge upon request to stock.administration@ncrvoyix.com). Your award is subject to the terms of this Key Employee 2024 Time-Based Restricted Stock Unit Agreement ("Agreement") and the Plan. Capitalized terms not defined in this Agreement have the meanings provided under 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 the 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.

Event	Treatment of Stock Units
Retirement or Involuntary Termination (other than for Cause)	<u>Vesting:</u> Your unvested Stock Units will vest pro rata on your Termination Date, determined by: (a) multiplying the total number of Stock Units awarded under this Agreement by a fraction, the numerator of which is your Work Period, and the denominator of which is the Vesting Period, and (b) subtracting from the resulting amount the number of Stock Units awarded pursuant to this Agreement that previously vested under this Agreement (if any).
Death, Disability, Change In Control Termination or Good Reason Termination	<u>Vesting:</u> 100% vesting on your Termination Date (with no proration).
Termination for Cause or Voluntary Resignation	All unvested Stock Units will be forfeited and cancelled.
Special Change in Control Rule	<u>Vesting:</u> Notwithstanding and without regard to any other provision of this Agreement to the contrary, if a Change in Control occurs before the Vesting Date and the Stock Units are not assumed, converted or replaced by a continuing entity or a publicly traded successor, all unvested Stock Units will become 100% Vested immediately before the Change in Control.

**2. Accelerated Vesting and Forfeiture Events.** Your Stock Units will vest earlier than the applicable Vesting Date, or be forfeited and cancelled before vesting, to the extent provided below. Except as otherwise provided in this Agreement, in the event of your Termination of Employment prior to a Vesting Date for any reason, all unvested Stock Units will automatically be

forfeited and cancelled, and no Shares or cash will be issued or paid. For the avoidance of doubt, the treatment set forth in the chart below with respect to death, Disability, and Retirement shall continue to apply following a Change in Control.

3. **Settlement of Stock Units.** Except as may be otherwise provided in Section 2 or 20 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: (i) 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 Date or the Change in Control date, as applicable, and (ii) to the extent required in order to avoid accelerated taxation and/or tax penalties under Code Section 409A, the settlement date shall be no later than 30 days after the Vesting Date or Termination Date, as applicable. Such Vested Stock Units will be paid to you in Shares (such that one Stock Unit equals one share of Common Stock) or, in NCR Voyix's sole discretion, in an amount of cash equal to the Fair Market Value of such number of Shares 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. **Definitions:** These definitions apply under this Agreement:

**Change In Control Termination** means, where this Award is assumed, converted or replaced by a publicly traded continuing entity or publicly traded successor, your Termination of Employment by the Employer or such continuing entity or such successor within twenty-four (24) months following a Change in Control other than for "Cause" (as defined in the Severance Plan applicable to you (if any) on your Termination Date; otherwise, as defined in the Plan). Notwithstanding anything herein to the contrary, a termination due to Disability shall not be treated as a Termination for "Cause" for any purpose under this Agreement.

**Severance Plan** means the Company's Severance Plan adopted by the Board of Directors or a committee thereof applicable to you (if any) as in effect on your Termination Date.

**Disability** means, except as otherwise provided herein, your qualifying for benefits under your Employer's long-term disability plan.

**Employer** means NCR Voyix Corporation (the Company) or any Subsidiary or Affiliate of NCR Voyix Corporation by which you are or have been employed.

**Good Reason Termination** means, where this Award is assumed, converted or replaced by a publicly traded continuing entity or a publicly traded successor, your Termination of Employment by the Employer or such continuing entity or such successor within twenty-four (24) months following a Change in Control for "Good Reason" (as defined in the Severance Plan to the extent you are a Participant in the Severance Plan on your Termination Date; provided that if you are not a participant in the Severance Plan on your Termination Date, the provisions set forth in this Agreement with respect to "Good Reason Termination" shall not apply to you).

**Include**, **Includes**, and **Including** mean, respectively, include without limitation, includes without limitation, and including without limitation.

**Involuntary Termination (other than for Cause)** means your Termination of Employment by the Employer for any reason other than for "Cause" (as defined in the Plan), excluding: (i) any Termination of Employment due to Disability, and (ii) any Termination of Employment by the Employer or publicly traded continuing entity or publicly traded successor during the twenty-four (24) months following a Change in Control.

**“Retirement”** means your Termination of Employment at age 62 or older with at least 10 years of continuous service with an Employer through your Termination Date (excluding service with acquired entities before the acquisition).

**“Termination Date”** means the date of your Termination of Employment for any reason.

**“TPA”** means the third party administrator for the Plan

**“Vesting Period”** means the number of days in the period starting on the Grant Date and ending on your last Vesting Date.

**“Work Period”** means the number of days in the period starting on the Grant Date and ending on your Termination Date.

5. **Compensation.** Your Plan participation is voluntary. The value of your Award is an extraordinary item of income, is not part of your normal or expected compensation and will 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 Award is a one-time benefit that creates no contractual or other right to further awards or other future benefits. Future grants (if any) and their terms are at the sole discretion of NCR Voyix.

6. **Nontransferability.** At all times before each Vesting Date, unvested Stock Units 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, NCR Voyix 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.

7. **Dividends.** Any cash dividends declared before the 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 Voyix 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 Voyix’s Common Stock on the Dividend Payment Date.

8. **Withholding.** Before tax and withholding events, as a condition of your receiving Shares in respect of the Stock Units, you agree to make arrangements satisfactory to the Employer and Plan Administrator to satisfy all income tax, social insurance tax, payroll tax, fringe benefits tax and other Federal, state or local and non-U.S. tax payment or withholding requirements or other tax related items (collectively, “Tax-Related Items”) determined by the Plan Administrator in its sole discretion in connection with the Award or your participation in the Plan, including paying NCR Voyix, in its sole discretion, through payroll withholding or other Plan Administrator-required method, the amount of Tax-Related Items required to be paid or withheld with respect to the Stock Units. Such payment of Tax-Related Items will be made by NCR Voyix withholding Shares issuable upon settlement of the Stock Units equal to the amount required to be withheld or paid as determined by NCR Voyix, 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 Voyix (“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 Voyix and any brokerage firm approved by NCR Voyix to sell on your behalf the Shares underlying the Stock Units that NCR Voyix determines will satisfy such Tax-Related

Items. Any withholding of Shares or sale or cash payment pursuant to this Section will occur when the requirement to withhold or pay taxes arises, or as soon as practicable afterwards if permitted by NCR Voyix. If 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 Voyix 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.

- You agree that the ultimate liability for all Tax-Related Items remains your responsibility and may exceed the amount withheld. Depending on the withholding method, NCR Voyix may withhold or account for Tax-Related Items by considering such statutory withholding rates as may be determined applicable in the discretion of the Plan Administrator that will not result in an adverse accounting consequence or cost.

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

(a) Pursuant to your employment with NCR Voyix, you have or will have access to, and knowledge of, certain NCR Voyix Confidential Information (as defined in Section 14 below). 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 Voyix Confidential Information can place NCR Voyix 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 NCR Voyix Confidential Information that you have acquired or will have acquired during your employment, you will be in a position to compete unfairly with NCR Voyix following the termination of your employment.

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

- (1). **Non-Recruit/Hire** - Directly or indirectly (including assisting third parties) recruit, hire or solicit, or attempt to recruit, hire or solicit any employee of NCR Voyix, induce or attempt to induce any employee of NCR Voyix to terminate his or her employment with NCR Voyix, or refer any such employee to anyone outside of NCR Voyix for the purpose of that employee seeking, obtaining, or entering into an employment relationship or agreement to provide services;
- (2). **Non-Solicitation** - Directly or indirectly (including assisting others), solicit or attempt to solicit the business of any NCR Voyix customers or prospective customers with which you had Material Contact (as defined in Section 9(c)(i) below) during the last 2 years of your NCR Voyix employment for purposes of providing products or services that are competitive with those provided by NCR Voyix;
- (3). **Non-Competition** - Perform services, directly or indirectly, in any capacity (including 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 Voyix during the 2 years prior to termination of your NCR Voyix employment; (ii) in connection with NCR Voyix Competing Products/Services (as defined in Section 9(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 Voyix employment or about which you obtained trade secret or other NCR Voyix 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 9(c)(iii)).

(c) For purposes of Section 9 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 Voyix, (b) whose dealings with NCR Voyix 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 Voyix, or (d) who receives products or services authorized by NCR Voyix, 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 Voyix (including products, services or activities in the planning or development stage during your NCR Voyix employment) at the time of your separation from NCR Voyix and during the 2 years prior to termination of your NCR Voyix 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 and includes but is not limited to all entities on the Competing Organization List;

(iv) The “**Competing Organization List**,” which NCR Voyix 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 9(c)(iii) above. However, the Competing Organization List is not comprehensive and, in the event of a conflict between Section 9(c)(iii) and the Competing Organization List, Section 9(c)(iii) controls. The most recent version of the Competing Organization List in effect at the time of the termination of your NCR Voyix employment, which is available on the NCR Voyix HR intranet, or from the NCR Voyix 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 in this Section (and the subsidiaries and affiliates of each) constitute NCR Voyix’s Competing Organization List for 2024 (with designations such as “Inc.” and “Corp.” omitted from company names). This list will remain in effect until an updated list is approved/posted. You understand that the non-competition provisions in this Agreement are not limited to those on the list below, that other companies may qualify as competitors under this Agreement, and that you may be restricted from accepting employment or other work from such other companies, subject to the terms of this Agreement.

ACI Worldwide, Acutative, Agilysys, Alkami Technology, Altametrics, Aptos, Diebold Nixdorf, Dimension Data/NTT, FIS (includes Zenmonics), Fiserv (includes First Data and Clover), Flooid, Fujitsu, Gilbarco Veeder-Root, GK Software, Global Payments, HP, Inc., Infor, Instacart, Jack Henry & Assoc., Korala Associates Ltd., Lavu Inc., Lightspeed Commerce (includes Upserve, Breadcrumb, Shopkeep), , LOC Software, Mashgin, Meridianlink, NationalLink, nCino, NSC Global, The ODP Corporation (Compucom), OLO, Oracle, PAR Technology, Q2, Qu, Revel Systems, SAP, Shift4, SpotOn Transact, Square, Temenos AG (includes Kony), The ODP Corporation (Compucom), Tillster, Toast, Toshiba TEC (includes Toshiba Global Commerce, Solutions), Unisys, and Westcon-Comstor, Glory, TCS (Tata Consultancy), PDI, Manhattan, BlueYonder, Relex, Symphony Retail, AWS, Clover, Ingenico, Verifone, Lenovo, IBM, Shopify, Restaurant365, Paytronix.

(v) All references to “NCR Voyix” in this Section 9 refer to NCR Voyix and any other Employer, including any company the stock or substantially all the assets of which NCR Voyix or any other Employer has acquired during the period applicable to the 2-year look back for the restrictive covenants referred to herein.

(d) **Consideration.** You acknowledge that (i) 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 9(b); (ii) you must abide Section 9(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 (iii) your agreement to Section 9(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 Voyix shall be entitled to all of its remedies at law or in equity, including money damages and injunctive relief; (ii) in the event of such breach, in addition to NCR Voyix’s other remedies, any unvested Stock Units will be immediately forfeited and deemed canceled, and you agree to pay immediately to NCR Voyix 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 Voyix 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 Voyix may be entitled at law or in equity.

(f) **Subsequent Employment.** You agree that, while employed by NCR Voyix and for 1 year thereafter, you will communicate the contents of this Section 9 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 will be tolled and suspended during the pendency of any legal proceedings to enforce any of the covenants set forth in this Section 9 and that no time that is part of or subject to such tolling and suspension will 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 9(b) are reasonable and necessary for the protection of NCR Voyix'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 Voyix, 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 Voyix's interests. If any part or clause of this Section 9 is held unenforceable, it shall be severed and shall not affect any other part of Section 9 and this Agreement.

(j) **Amendment for California Employees Only.** Section 9(b)'s Non-Competition, Non-Solicitation, and Non-Recruit/Hire restrictions do not apply to you if, following the termination of your NCR Voyix employment, you continue to reside or work in California or any other jurisdiction that prohibits the application thereof. Notwithstanding the foregoing, you are and shall continue to be prohibited from any unauthorized use, transfer, or disclosure of NCR Voyix 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 Voyix, 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 9(b)(2) and/or (3) do not apply to you if, following the termination of your NCR Voyix 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 Voyix advises you it will tender such pay, which shall be in the minimum amount required by local law. Section 9(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, CZECH REPUBLIC, ISRAEL, SERBIA ONLY:] The restrictions set forth in Section 9(b)(2) and/or (3), as the case may be, shall have the additional consideration of a monthly payment from NCR Voyix during the term of the Agreement in such amount as is minimally required by law ("Non-Competition Compensation"); however, NCR Voyix may at any time, and in its sole discretion, waive the obligations and duties set forth in Section 9(b)(2) and/or (3), which shall release NCR Voyix 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 Voyix does not commence the Non-Competition Compensation payments within the Payment Period, this shall affect a mutual release of Section 9(b)(2) and (3) obligations and no separate waiver need be provided by NCR Voyix. In such circumstances, you will not be subject to any ongoing non-competition or non-solicitation obligations, nor will NCR Voyix have any obligation to pay the Non-Competition Compensation; however, this release does not extend to the obligations under Section 9(b)(1), which will continue to apply. [FOR EMPLOYEES IN DENMARK, FRANCE, GERMANY ONLY:] Section 9(b)(2) and (3)

of this Section do not apply to you if, following the termination of your NCR Voyix employment, you continue to reside or work in Denmark, France, or Germany; however, Section 9(b)(1) shall continue to apply. [FOR EMPLOYEES IN UAE ONLY:] In the event that you breach the Section 9(b)(3) Non-Competition restrictive covenant, you acknowledge that NCR Voyix will suffer irreparable damage, and you promise to pay NCR Voyix on demand damages in a sum equal to the amount of 6 months of your salary that was in effect when your NCR Voyix employment ended. You acknowledge that this sum represents a reasonable estimate of damages that NCR Voyix will suffer, and that, where local law allows, NCR Voyix may seek additional compensatory damages.

**10. Arbitration, and Class, Collective, and Representative Action Waiver. [FOR U.S. EMPLOYEES ONLY:]** You and NCR Voyix (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 Voyix and any other Employer 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 Voyix 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 Voyix 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](http://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. However, notwithstanding these general limitations, 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 or Washington, for whom arbitration shall be held in California and Washington respectively, 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. NCR Voyix shall be responsible for the cost of any filing fees to initiate arbitration and any other expenses of arbitration required by applicable law to be borne by the employer in an employment dispute. Each party shall bear its own attorney fees associated with the arbitration; other costs, and 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 your 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 Voyix, 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 in Atlanta, Georgia 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.

(c) **Waiver of Jury Trial.** By signing this Agreement and consenting to Arbitration, both I and NCR Voyix are knowingly and voluntarily waiving any right to a jury trial.

**11. Clawback Policy.** By accepting the Stock Units, you agree that, then notwithstanding any provision of this Agreement, you may forfeit the Stock Units or be required to repay the Shares or Stock Units or the proceeds received from disposing of Shares or Stock Units under any applicable law or any clawback or compensation recovery policy adopted by the Company, its Board of Directors or any Committee thereof. You agree that NCR Voyix may, to the extent permitted or required by law or regulation (including NYSE rules and the Dodd-Frank Act), enforce any repayment obligation under applicable law or any such policy by reducing any amounts that may be owing from time to time by NCR Voyix to you, whether in the form of wages, severance, vacation pay or any other benefit or for any other reason, or enforce any other recoupment permitted by applicable law or regulation.

**12. Beneficiaries.** Beneficiaries may be designated (and designations may be changed or revoked), in the manner required by the Plan Administrator, to receive all or part of Stock Units in case of your death. In the event of your death, any portion of the Stock Units 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 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 (as determined by NCR Voyix in its sole discretion), the Shares underlying the Stock Units in question may be purchased by and distributed to your estate, in which event NCR Voyix shall have no further liability to anyone with respect to such Shares. For information about TPA beneficiary procedures, or to revoke or change a beneficiary designation, call Fidelity at 1-800-544-9354 (U.S. grantees) or 1-800-544-0275 (non-U.S. grantees). Non-U.S. employees may access the toll-free number at: <https://www.fidelity.com/customer-service/phone-numbers/overview>.

**13. Data Privacy.** By entering into this Agreement, you understand and acknowledge that your personal data may be processed, in electronic or other form as described in the NCR Voyix Employee Privacy Notice applicable to your jurisdiction.

**14. Non-Disclosure of Confidential Information.** You acknowledge and agree that your employment with NCR Voyix or another Employer created a relationship of trust and confidence between you and the Employer with respect to, and that your position and its job duties exposed and/or will expose you to a broad variety of, NCR Voyix Confidential Information. As used in this Agreement, "NCR Voyix Confidential Information" means any information: of or held by NCR Voyix or any of its subsidiaries or affiliates that is not generally known or readily ascertainable by the public; or provided to NCR Voyix or any of its subsidiaries or affiliates by any person or entity subject to confidentiality obligations. NCR Voyix Confidential Information includes financial records, projections and forecasts, creations, discoveries, inventions, innovations, research, development, software, technology, works of authorship and the subject matter of intellectual property rights, company strategies, reports, plans, prospects and opportunities, employee information, market and sales information and plans (such as pricing, proposals and product introductions), and information about current and prospective customers (including their preferences and needs) and trade secrets. This Agreement, including its terms and conditions, shall be considered NCR Voyix Confidential Information. You agree, and represent and warrant, that you will not disclose or use and have not disclosed or used, in whole or in part, any NCR Voyix Confidential Information other than to the extent necessary in the ordinary course of performing your duties at and for your Employer and in accordance with NCR Voyix's and the Employer's policies, without the prior written consent of NCR Voyix, which may be granted or withheld in NCR Voyix's sole discretion, for any reason or no reason.

Notwithstanding anything to the contrary in this Agreement:

(a) In response to a valid subpoena, valid court, governmental or administrative order, or valid and mandatory discovery request ("Disclosure Request"), you may disclose, to the extent required thereby, requested NCR Voyix Confidential Information, or truthful testimony or information about NCR Voyix or your Employer (if different), provided, to the extent permitted by law, you provide NCR Voyix as much advance notice as practicable so as to enable NCR Voyix to seek to limit, condition, or quash such disclosure, as appropriate, including to obtain a protective order. Should you receive a Disclosure Request, you may reach out to NCR Voyix's General Counsel or its law department for assistance, but you are not required to do so.

(b) [US EMPLOYEES ONLY:] An individual will 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 (1) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney, and (2) solely for the purpose of reporting or investigating a suspected violation of the law; or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

(c) You are not prohibited from reporting possible violations of the law to, or filing a charge or complaint with any federal, state or local governmental agency or commission ("Government Agencies"), including the Equal Employment Opportunity Commission, the Securities and Exchange Commission, the Department of Justice, or from making disclosures to Government Agencies that are protected by law (such as providing testimony and information during a government investigation), and you are not required to notify NCR Voyix that you have made any such reports or disclosures.

(d) [US EMPLOYEES ONLY:] This Agreement does not prohibit, nor shall it be interpreted as restraining or interfering with, employee rights under Section 7 of the National Labor Relations Act.

(e) (i) you may disclose this Agreement or any of its terms and conditions to your spouse, domestic partner, tax advisor, or attorney; and (ii) you may disclose the non-disclosure, non-competition, non-solicitation, and non-recruit/hire covenants herein to a prospective employer provided that you agree that you will, as applicable, require any persons or entities to whom disclosure is made as permitted in (i) or (ii) to keep such information confidential and not disclose it to others.

**15. No Advice Regarding Grant.** NCR Voyix is not (a) providing any tax, legal or financial advice, or (b) making any recommendations about your Plan participation, or any transaction relating to your Stock Units or the underlying Shares. You should consult with your own personal tax, legal and financial advisors before taking any Plan-related action.

**16. Electronic Documents and TPA Information.** This Agreement, including Section 9, is executed electronically, and is immediately binding upon your electronic acceptance. If you reside in a country that requires original ink signatures on paper, you waive this requirement to the extent permitted by law. You agree to receive all Award related documents electronically, and to participate in the Plan online through the TPA electronic system. Summaries and other information shown on the TPA website, which may be updated from time to time, shall be subject to the determinations of the Committee and the Plan Administrator, the Plan and this Agreement. The determinations of the Committee and the Plan Administrator, the Plan and this Agreement will govern in the event of any conflict with such TPA website summaries and other information.

**17. Severability, Waiver and Conflicting Terms.** The provisions of this Agreement are severable. If a court or other tribunal of competent jurisdiction holds any provision unenforceable or invalid, such provision will be severed and will not affect any other part hereof, which will be enforced as permitted by law; except 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 to render it valid and enforceable to the fullest extent permitted by law. You acknowledge that a waiver by NCR Voyix of breach of any provision of this Agreement will not operate or be construed as a waiver of any other provision of this Agreement or any subsequent breach of this Agreement. If this Agreement conflicts with the Plan in any respect, the Plan terms will prevail, except that Section 10 of this Agreement will prevail with respect to the law governing this Agreement and all claims relating to this Agreement.

**18. Amendment.** The NCR Voyix Board of Directors or the Committee or any delegate may amend your Award terms in this Agreement, except that no such amendment will be made that would materially impair your rights hereunder

without your consent, except such an amendment made to comply with applicable law, including Code Section 409A, stock exchange rules or accounting rules.

**19. Rules for Participants in Non-U.S. Jurisdictions.** Notwithstanding anything herein or in the Plan to the contrary, if you are or become subject to the laws of a non-U.S. jurisdiction, your Award will be subject to (i) the special rules in Appendix A to this Agreement for your country and the laws and requirements of such non-U.S. jurisdiction to the extent so determined in the sole discretion of the Plan Administrator for legal or administrative reasons, and (ii) this Agreement's terms and conditions are deemed modified to the extent determined in the sole discretion of the Plan Administrator for legal or administrative reasons. Subject to Section 18, the Committee or the Plan Administrator may amend this Agreement before or after an Award is made and take any other action deemed appropriate in its sole discretion to obtain approval or comply with any necessary local governmental regulatory requirements or exemptions.

**20. Code of Conduct Certification; Compliance with Insider Trading Laws and NCR Voyix Insider Trading Policy; Code Section 409A Compliance.** Notwithstanding anything herein to the contrary, this Award of Stock Units and your right to receive payment of any Vested Stock Units are expressly conditioned upon your timely annual certification to the NCR Voyix Code of Conduct. If you do not timely provide any certification required by the Employer before vesting of any portion of the Stock Units, that portion of the Stock Units will be forfeited, except that no such forfeiture will 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 Voyix's Code of Conduct within thirty days following such notice.

With respect to any Shares distributed under this agreement, you understand and agree that you are responsible for reviewing, understanding and complying with Insider Trading laws and NCR Voyix's Insider Trading Policy (available on the internet or by request from the NCR Voyix Law Department), and that you may not trade in NCR Voyix securities except in compliance with the NCR Voyix Insider Trading Policy (as may be amended from time to time), which is incorporated herein by reference. You should consult an attorney if you have questions concerning such matters.

The parties intend that payments under this Agreement comply with Code Section 409A or are exempt therefrom, and this Agreement shall be interpreted, administered and governed in accordance with such intent. Notwithstanding anything contained herein to the contrary, you shall not be considered to have terminated employment with the Employer for purposes of any payments under this Agreement which are subject to Code Section 409A until you would be considered to have incurred a "separation from service" from the Employer within the meaning of Code Section 409A. Each amount to be paid under this Agreement shall be construed as a separate identified payment for purposes of Code Section 409A. Without limiting the foregoing and notwithstanding anything contained herein to the contrary, to the extent required in order to avoid accelerated taxation and/or tax penalties under Code Section 409A: (A) amounts that would otherwise be payable and benefits that would otherwise be provided pursuant to this Agreement or any other arrangement between you and the Employer during the six (6) month period immediately following your separation from service shall instead be paid on the first business day after the date that is six (6) months following your separation from service (or, if earlier, your death), (B) for purposes of this Agreement, "Disability" shall have the meaning set forth in Treas. Reg. 1.409A-3(i)(4)(i), and (C) a Change in Control shall be deemed to have occurred only if a change in the ownership or effective control of NCR Voyix or a change in ownership of a substantial portion of the assets of NCR Voyix shall also be deemed to have occurred under Code Section 409A. Notwithstanding anything contained herein to the contrary, no payment shall be made pursuant to this Agreement prior to the earliest time that will not result in accelerated taxation and/or tax penalties under Code Section 409A. In addition, the Committee shall have the sole authority to make any accelerated payments permissible under Treas. Reg. Section 1.409A-3(j)(4) to you with respect to any deferred amounts, provided that such payments meet the requirements of Treas. Reg. Section 1.409A-3(j)(4). NCR Voyix makes no representation that any or all of the payments described in this Agreement will be exempt from or comply with Code Section 409A and makes no undertaking to preclude Code Section 409A from applying to any such payment.

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

cause, unless otherwise provided in a valid, formal written employment agreement signed by you and an officer of the Employer.

**22. Execution and Validity of Agreement.** This Agreement shall be binding and effective upon NCR Voyix on the Grant Date. However, you will forfeit your Award and this Agreement shall have no force and effect if you do not duly execute it electronically on the TPA website at [www.netbenefits.fidelity.com](http://www.netbenefits.fidelity.com), in the form required by the Plan Administrator, within ninety (90) days after the Grant Date (or by other date required by the Plan Administrator).

**23. Notices.** All notices required hereunder shall be in writing and shall be deemed given upon the following business day if delivered personally (provided receipt of which is confirmed) or by courier service promising overnight delivery (with delivery confirmation) or five (5) business days after deposit in the U.S. Mail, certified with return receipt requested. All notices shall be addressed as follows: (a) If to NCR Voyix: NCR Voyix 864 Spring Street NW Atlanta GA 30308 Attn: General Counsel, with a copy via electronic mail to: [law.notices@ncrvoyix.com](mailto:law.notices@ncrvoyix.com), (b) if to you: your last known address shown in the personnel records of NCR Voyix, or (c) to such other address as either party will have furnished to the other in writing.

**APPENDIX A**  
**PROVISIONS FOR NON-U.S. PARTICIPANTS**

**Senior Executive Team**  
**2024 Time-Based Restricted Stock Unit Award Agreement**

**Article I. Provisions for All Non-U.S. Participants**

The following terms and conditions set forth in this Article I of Appendix A apply to Participants residing outside the United States or otherwise subject to the laws of a non-U.S. country. 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 Voyix, any of its Subsidiaries or Affiliates or the Employer, waive your ability, if any, to bring any such claim, and release NCR Voyix, 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 Voyix 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 Voyix, 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 Voyix, 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 received this Agreement or any Plan related document translated into a non-English language, the English versions will control in the event of conflict. 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 your Award, you confirm having read and understood the Plan and this Agreement, including all terms and conditions of each, which were provided in English. 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 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 Voyix Common Stock and/or cash acquired under the Plan (including 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 Voyix Common Stock issued with respect thereto.

**5. Insider Trading Restrictions/Market Abuse Laws.** You acknowledge that your country of residence may subject you to insider trading and/or market abuse laws, which may restrict your ability to acquire or sell Shares or rights to such Shares (e.g., Stock Units) under the Plan during times you are considered to have "inside information" about NCR Voyix (as defined by your country's laws). Such restrictions apply in addition to any NCR Voyix insider trading policy restrictions. You acknowledge that it is your responsibility to comply with any applicable restrictions. You should consult with your personal advisor on these matters.

## **Article II. Country-Specific Provisions for Non-U.S. Participants**

This Article II of Appendix A includes special terms and conditions that apply if you reside in the below countries. These terms and conditions are in addition to (or, if indicated, in place of) those set forth in the Agreement. Capitalized terms used but not defined in this Article II have Agreement definitions (or if none, the Plan definitions). This Article II also includes information relating to exchange control and other issues that you should be aware with respect to Plan participation. 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 Voyix 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 acquired under the Plan are sold. In addition, the information is general in nature and may not apply to your particular situation and NCR Voyix 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 Voyix shall, in its discretion, determine to what extent the terms and conditions contained herein shall be applicable to you.

### **INDIA**

**Retirement.** Notwithstanding anything herein to the contrary, unless otherwise determined by the Plan Administrator, "Retirement" shall mean Termination of Employment at age 62 or older (or at such lower mandatory retirement age required by applicable India law, if any) with at least 10 years of continuous service with an Employer through your Termination Date (excluding service with acquired entities before the acquisition).

## 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 specific terms in this Article II of Appendix A. Upon vesting, 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 4 of this Agreement relating to a Good Reason Termination or your Retirement, each as defined herein (and in each case, to the extent specifically applicable to you), in the event of your resignation from service with NCR Voyix 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).

**Executive Leadership Team**  
**2024 Performance-Based Restricted Stock Unit Award Agreement**  
**(with LTI Free Cash Flow Conversion Percentage & LTI Relative Total Shareholder Return Metrics)**

**NCR Corporation 2017 Stock Incentive Plan**

Congratulations on your award of performance-based restricted stock units of NCR Voyix Common Stock as part of NCR Voyix's 2024 executive compensation program. The Compensation and Human Resources Committee of our Board of Directors approved your award in anticipation of your future contributions to the success of NCR Voyix. The award also recognizes your past performance and upholds our commitment to rewarding our higher performers. This award is an opportunity to celebrate your achievements and to continue to expand your ownership stake in NCR Voyix.

Your performance-based restricted stock units ("Stock Units") are awarded (the "Award") by NCR Voyix Corporation ("NCR Voyix" or the "Company") under the NCR Voyix 2024 Long-Term Incentive (LTI) Program and the NCR Corporation 2017 Stock Incentive Plan as in effect on the date of this Agreement ("Plan"). See the stock page at [www.netbenefits.fidelity.com](http://www.netbenefits.fidelity.com) for the number of Stock Units granted to you, your date of grant ("Grant Date"), and other Award details. Your Award is subject to the terms of this Senior Executive Team 2024 Performance-Based RSU Award Agreement (with LTI Free Cash Flow Conversion Percentage and LTI Relative Total Shareholder Return (rTSR) Metrics) and the Plan. Capitalized terms not defined in this Agreement have the meanings provided under 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 number of Stock Units determined under Section 2 (the "Earned Units") will become vested and non-forfeitable on the three year anniversary of the Grant Date (the "Vesting Date"), provided that (i) the Compensation and Human Resource Committee of the NCR Voyix Board of Directors (the "Committee") has certified that NCR Voyix has achieved the performance goals set forth on Schedule A to this Agreement (the "Performance Goals"), for the performance period set forth on Schedule A to this Agreement (the "Performance Period") and (ii) you are continuously employed by an Employer through and until the 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 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 (including to zero) depending on whether the "Performance Goals" are attained for the "Performance Period" as determined in accordance with Schedule A to this Agreement. NCR Voyix Performance will be measured in the manner determined by the Committee, and will be subject to any adjustments approved by the Committee in accordance with Schedule A to this Agreement. You may receive from 0% up to 200% of the Target Award Number based on NCR Voyix Performance. The number of Stock Units that you will receive under this Agreement, after giving effect to any adjustment, is referred to as the "Earned Units". The Earned Units represent the right to receive a number of Stock Units equal to the number of Earned Units, subject to the vesting requirements and distribution provisions of this Agreement and the terms of the Plan. 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 20, 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 Vesting Date, (b) your Termination of Employment if such Termination of Employment results in vesting pursuant to Section 4 below, including 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: (i) 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 Date, or the Change in Control date, as applicable, and (ii) to the extent required in order to avoid accelerated taxation and/or tax penalties under Code Section 409A, the settlement date shall be no later than 30 days after the Vesting Date or the Termination 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 Voyix'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. Accelerated Vesting and Forfeiture Events.** Your Stock Units will vest earlier than the Vesting Date, or remain outstanding and eligible to vest on the Vesting Date, or be forfeited and cancelled before vesting, in each case to the extent provided below. Except as otherwise provided in this Agreement, in the event of your Termination of Employment before the Vesting Date for any reason, all unvested Stock Units will automatically be forfeited and cancelled, and no Shares or cash will be issued or paid.

Event	Treatment of Stock Units
Death or Disability	<u>Vesting:</u> Your unvested Stock Units will become fully Vested on your Termination Date as follows: (a) if employment ends during the Performance Period, full vesting will apply based on the greater of: (i) Target performance, or (ii) actual level of achievement of the Performance Goals as of your Termination Date as determined and certified by the Committee in accordance with Sections 1 and 2 hereof and assuming for this purpose that the Performance Period ended on your Termination Date, and (b) if employment ends after the Performance Period ends, full vesting will apply based on the actual level of achievement of the Performance Goals as certified by the Committee in accordance with Sections 1 and 2 hereof.
Retirement or Involuntary Termination (other than for Cause)	<u>Vesting:</u> Your unvested Stock Units will vest pro rata effective on the Vesting Date for your Award determined under Section 1, and will be determined as follows: (a) 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 Vesting Date will be multiplied by (b) a fraction, the numerator of which is your Work Period and the denominator of which is your Vesting Period.
Termination for Cause or Voluntary Resignation	All unvested Stock Units will be forfeited and cancelled except in the case of Voluntary Resignation satisfying the Mutually Agreed Retirement requirements.
Mutually Agreed Retirement	<u>Vesting:</u> Subject to the approval of the Committee or the Company's Chief Executive Officer in their respective sole discretion (or, in the case of the Chief Executive Officer and the Executive Chair of the NCR Voyix Board, subject solely to the approval of the Committee in its sole discretion), if: (a) you retire from employment at age 62 or older with at least 2 years of continuous service with an Employer (excluding service with acquired entities before the acquisition), and (b) you continue to comply with this Agreement (including Section 9 hereof), then your Stock Units will continue to vest pursuant to the terms of this Agreement as if you had remained actively employed. This treatment will apply instead of any Retirement treatment that may also apply to you under this Agreement

**Definitions:** For purposes of this Agreement, the following definitions apply:

**"Change In Control Termination"** means, where this Award is assumed, converted or replaced by a publicly traded continuing entity or publicly traded successor, your Termination of Employment by the Employer or such continuing entity or such successor within twenty-four (24) months following a Change in Control other than for "Cause" (as defined in the CIC Severance Plan if you participate therein on your Termination Date; otherwise, as defined in the Plan). Notwithstanding anything herein to the contrary, a termination due to Disability shall not be treated as a Termination for "Cause" for any purpose under this Agreement.

**"CIC Severance Plan"** means the Company's Severance Plan adopted by the Board of Directors or a committee thereof applicable to you (if any) as in effect on your Termination Date.

**"Disability"** means, except as otherwise provided herein, your qualifying for benefits under your Employer's long-term disability plan.

**"Employer"** means NCR Voyix (the Company) or any Subsidiary or Affiliate of NCR Voyix by which you are or have been employed.

**“Good Reason Termination”** means, where this Award is assumed, converted or replaced by a publicly traded continuing entity or a publicly traded successor, your Termination of Employment by the Employer or such continuing entity or such successor within twenty-four (24) months following a Change in Control for “Good Reason” (as defined in the CIC Severance Plan to the extent you are a Participant in the CIC Severance Plan on your Termination Date; provided that if you are not a Participant in the CIC Severance Plan on your Termination Date, the provisions set forth in this Agreement with respect to “Good Reason Termination” shall not apply to you).

**“Include”, “Includes,” and “Including”** mean, respectively, include without limitation, includes without limitation, and including without limitation.

**“Involuntary Termination (other than for Cause)”** means your Termination of Employment by the Employer for any reason other than for “Cause” (as defined in the Plan), excluding: (i) any Termination of Employment due to Disability, and (ii) any Termination of Employment by the Employer or publicly traded continuing entity or publicly traded successor during the twenty-four (24) months following a Change in Control.

**“Retirement”** means your Termination of Employment at age 62 or older with at least 10 years of continuous service with an Employer through your Termination Date (excluding service with acquired entities before the acquisition).

**“Termination Date”** means the date of your Termination of Employment for any reason.

**“TPA”** means the third party administrator for the Plan

**“Vesting Period”** means the number of days in the period starting on the Grant Date and ending on your last Vesting Date.

**“Work Period”** means the number of days in the period starting on the Grant Date and ending on your Termination Date.

**Change in Control Provisions:**

Change in Control occurring during the Performance Period	Unless an earlier vesting date applies under this Agreement, and subject to your continued employment through the Vesting Date, and subject to the special vesting rules immediately below (a) the Target Award Number of Stock Units shall Vest on the Vesting Date (without regard to performance and with no proration) with respect to the year in which the Change in Control occurs and any subsequent year in the Performance Period, and (b) for any completed year in the Performance Period , the greater of the Target Award Number attributable to such year ,or such Target Award Number adjusted to reflect performance for such year shall Vest on the Vesting Date (with no proration).
Change in Control occurring after the end of the Performance Period	Unless an earlier vesting date applies under this Agreement, the unvested Earned Units shall Vest on the Vesting Date provided in Section 1 (with no proration), subject to your continued employment through the Vesting Date (and subject to the special vesting rules immediately below).

Notwithstanding and without regard to any other provision of this Agreement to the contrary (provided that, for the avoidance of doubt, the treatment set forth in Section 4 of this Agreement with respect to Death, Disability, Retirement and Mutually Agreed Retirement shall continue to apply following a Change in Control):

(i) In the event of a Change In Control Termination or a Good Reason Termination, to the extent not then Vested, the Stock Units shall become Vested immediately upon such Change In Control Termination or Good Reason Termination (as applicable) in the amounts determined as set forth in the chart above with respect to performance and with no proration; and

(ii) In the event a Change in Control occurs prior to the Vesting Date and the Stock Units are not assumed, converted or replaced by a publicly traded continuing entity or publicly traded 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 with respect to performance and with no proration.

**5. Compensation.** Your Plan participation is voluntary. The value of your Award is an extraordinary item of income, is not part of your normal or expected compensation and will 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 Award is a one-time benefit that creates no contractual or other right to further awards or other future benefits. Future grants (if any) and their terms are at the sole discretion of NCR Voyix.

**6. Nontransferability.** At all times before the Vesting Date, unvested Stock Units 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 that Vested on such Vesting Date are to be paid in the form of Shares, NCR Voyix 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.

**7. Dividends.** Any cash dividends declared before the 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 the Vesting Date but before the 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 Voyix 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 Voyix's Common Stock on the Dividend Payment Date.

**8. Withholding.** Before tax and withholding events, as a condition of your receiving Shares in respect of the Stock Units, you agree to make arrangements satisfactory to the Employer and Plan Administrator to satisfy all income tax, social insurance tax, payroll tax, fringe benefits tax and other Federal, state or local and non-U.S. tax payment or withholding requirements or other tax related items (collectively, "Tax-Related Items") determined by the Plan Administrator in its sole discretion in connection with the Award or your participation in the Plan, including paying NCR Voyix, in its sole discretion, through payroll withholding or other Plan Administrator-required method, the amount of Tax-Related Items required to be paid or withheld with respect to the Stock Units. Such payment of Tax-Related Items will be made by NCR Voyix withholding Shares issuable upon settlement of the Stock Units equal to the amount required to be withheld or paid as determined by NCR Voyix, 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 Voyix ("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 Voyix and any brokerage firm approved by NCR Voyix to sell on your behalf the Shares underlying the Stock Units that NCR Voyix determines will satisfy such Tax-Related Items. Any withholding of Shares or sale or cash payment pursuant to this Section will occur when the requirement to withhold or pay taxes arises, or as soon as practicable afterwards if permitted by NCR Voyix. If 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 Voyix 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.

You agree that the ultimate liability for all Tax-Related Items remains your responsibility and may exceed the amount withheld. Depending on the withholding method, NCR Voyix may withhold or account for Tax-Related Items by considering such statutory withholding rates as may be determined applicable in the discretion of the Plan Administrator that will not result in an adverse accounting consequence or cost.

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

(a) Pursuant to your employment with NCR Voyix, you have or will have access to, and knowledge of, certain NCR Voyix Confidential Information (as defined in Section 14 below). 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 Voyix Confidential Information can place NCR Voyix 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 NCR Voyix Confidential Information that you have acquired or will have acquired during your employment, you will be in a position to compete unfairly with NCR Voyix following the termination of your employment.

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

(1). **Non-Recruit/Hire** - Directly or indirectly (including assisting third parties) recruit, hire or solicit, or attempt to recruit, hire or solicit any employee of NCR Voyix, induce or attempt to induce any employee of NCR Voyix to terminate his or her employment with NCR Voyix, or refer any such employee to anyone outside of NCR Voyix for the purpose of that employee seeking, obtaining, or entering into an employment relationship or agreement to provide services;

(2). **Non-Solicitation** - Directly or indirectly (including assisting others), solicit or attempt to solicit the business of any NCR Voyix customers or prospective customers with which you had Material Contact (as defined in Section 9(c)(i) below) during the last 2 years of your NCR Voyix employment for purposes of providing products or services that are competitive with those provided by NCR Voyix;

(3). **Non-Competition** - Perform services, directly or indirectly, in any capacity (including 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 Voyix during the 2 years prior to termination of your NCR Voyix employment; (ii) in connection with NCR Voyix Competing Products/Services (as defined in Section 9(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 Voyix employment or about which you obtained trade secret or other NCR Voyix 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 9(c)(iii)).

(c) For purposes of Section 9 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 Voyix, (b) whose dealings with NCR Voyix 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 Voyix, or (d) who receives products or services authorized by NCR Voyix, 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 Voyix (including products, services or activities in the planning or development stage during your NCR Voyix employment) at the time of your separation from NCR Voyix and during the 2 years prior to termination of your NCR Voyix 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 and includes all entities on the Competing Organization List;

(iv) The “**Competing Organization List**,” which NCR Voyix 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 9(c)(iii) above. However, the Competing Organization List is not comprehensive and, in the event of a conflict between Section 9(c)(iii) and the Competing Organization List, Section 9(c)(iii) controls. The most recent version of the Competing Organization List in effect at the time of the termination of your NCR Voyix employment, which is available on the NCR Voyix HR intranet, or from the NCR Voyix 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 in this Section (and the subsidiaries and affiliates of each) constitute NCR Voyix’s Competing Organization List for 2024 (with designations such as “Inc.” and “Corp.” omitted from company names). This list will remain in effect until an updated list is approved/posted. You understand that the non-competition provisions in this Agreement are not limited to those on the list below, that other companies may qualify as competitors under this Agreement, and that you may be restricted from accepting employment or other work from such other companies, subject to the terms of this Agreement.

ACI Worldwide, Acuitive, Agilysys, Alkami Technology, Altametrics, Aptos, Diebold Nixdorf, Dimension Data/NTT, FIS (includes Zenmonics), Fiserv (includes First Data and Clover), Flooid, Fujitsu, Gilbarco Veeder-Root, GK Software, Global Payments, HP, Inc., Infor, Instacart, Jack Henry & Assoc., Korala Associates Ltd., Lavu Inc., Lightspeed Commerce (includes Upserve, Breadcrumb, Shopkeep), , LOC Software, Mashgin, Meridianlink, NationalLink, nCino, NSC Global, The ODP Corporation (Compucom), OLO, Oracle, PAR Technology, Q2, Qu, Revel Systems, SAP, Shift4, SpotOn Transact, Square, Temenos AG (includes Kony), The ODP Corporation (Compucom), Tillster, Toast, Toshiba TEC (includes Toshiba Global Commerce, Solutions), Unisys, and Westcon-Comstor, Glory, TCS (Tata Consultancy), PDI, Manhattan, BlueYonder, Relex, Symphony Retail, AWS, Clover, Ingenico, Verifone, Lenovo, IBM, Shopify, Restaurant365, Paytronix.

(v) All references to “**NCR Voyix**” in this Section 9 refer to NCR Voyix and any other Employer, including any company the stock or substantially all the assets of which NCR Voyix or any other Employer has acquired during the period applicable to the 2-year look back for the restrictive covenants referred to herein.

(d) **Consideration.** You acknowledge that (i) 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 9(b); (ii) you must abide Section 9(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 (iii) your agreement to Section 9(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 Voyix shall be entitled to all of its remedies at law or in equity, including money damages and injunctive relief; (ii) in the event of such breach, in addition to NCR Voyix’s other remedies, any unvested Stock Units will be immediately forfeited and deemed canceled, and you agree to pay immediately to NCR Voyix 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 Voyix 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 Voyix may be entitled at law or in equity.

(f) **Subsequent Employment.** You agree that, while employed by NCR Voyix and for 1 year thereafter, you will communicate the contents of this Section 9 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 will be tolled and suspended during the pendency of any legal proceedings to enforce any of the covenants set forth in this Section 9 and that no

time that is part of or subject to such tolling and suspension will 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 9(b) are reasonable and necessary for the protection of NCR Voyix'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 Voyix, 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 Voyix's interests. If any part or clause of this Section 9 is held unenforceable, it shall be severed and shall not affect any other part of Section 9 and this Agreement.

(j) **Amendment for California Employees Only.** Section 9(b)'s Non-Competition, Non-Solicitation, and Non-Recruit/Hire restrictions do not apply to you if, following the termination of your NCR Voyix employment, you continue to reside or work in California or any other jurisdiction that prohibits the application thereof. Notwithstanding the foregoing, you are and shall continue to be prohibited from any unauthorized use, transfer, or disclosure of NCR Voyix 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 Voyix, 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 9(b)(2) and/or (3) do not apply to you if, following the termination of your NCR Voyix 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 Voyix advises you it will tender such pay, which shall be in the minimum amount required by local law. Section 9(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 9(b)(2) and/or (3), as the case may be, shall have the additional consideration of a monthly payment from NCR Voyix during the term of the Agreement in such amount as is minimally required by law ("Non-Competition Compensation"); however, NCR Voyix may at any time, and in its sole discretion, waive the obligations and duties set forth in Section 9(b)(2) and/or (3), which shall release NCR Voyix 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 Voyix does not commence the Non-Competition Compensation payments within the Payment Period, this shall affect a mutual release of Section 9(b)(2) and (3) obligations and no separate waiver need be provided by NCR Voyix. In such circumstances, you will not be subject to any ongoing non-competition or non-solicitation obligations, nor will NCR Voyix have any obligation to pay the Non-Competition Compensation; however, this release does not extend to the obligations under Section 9(b)(1), which will continue to apply. [FOR EMPLOYEES IN DENMARK, FRANCE, GERMANY ONLY:] Section 9(b)(2) and (3) of this Section do not apply to you if, following the termination of your NCR Voyix employment, you continue to reside or work in Denmark, France, or Germany; however, Section 9(b)(1) shall continue to apply. [FOR EMPLOYEES IN UAE ONLY:] In the event that you breach the Section 9(b)(3) Non-Competition restrictive covenant, you acknowledge that NCR Voyix will suffer irreparable damage, and you promise to pay NCR Voyix on demand damages in a sum equal to the amount of 6 months of your salary that was in effect when your NCR Voyix employment ended. You acknowledge that this sum represents a reasonable estimate of damages that NCR Voyix will suffer, and that, where local law allows, NCR Voyix may seek additional compensatory damages.

**10. Arbitration, and Class, Collective, and Representative Action Waiver.** [FOR U.S. EMPLOYEES ONLY:] You and NCR Voyix (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 Voyix and any other Employer 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 Voyix 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 Voyix 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](http://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. However, notwithstanding these general limitations, 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 or Washington, for whom arbitration shall be held in California and Washington respectively, 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. NCR Voyix shall be responsible for the cost of any filing fees to initiate arbitration and any other expenses of arbitration required by applicable law to be borne by the employer in an employment dispute. Each party shall bear its own attorney fees associated with the arbitration; other costs, and 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 your 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 Voyix, 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 in Atlanta, Georgia 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.

(c) **Waiver of Jury Trial.** By signing this Agreement and consenting to Arbitration, both I and NCR Voyix are knowingly and voluntarily waiving any right to a jury trial.

• **11. Clawback Policy.** By accepting the Stock Units, you agree that, then notwithstanding any provision of this Agreement, you may forfeit the Stock Units or be required to repay the Shares or Stock Units or the proceeds received from disposing of Shares or Stock Units under any applicable law or any clawback or compensation recovery policy adopted by

the Company, its Board of Directors, or any Committee thereof. You agree that NCR Voyix may, to the extent permitted or required by law or regulation (including NYSE rules and the Dodd-Frank Act), enforce any repayment obligation under applicable law or any such policy by reducing any amounts that may be owing from time to time by NCR Voyix to you, whether in the form of wages, severance, vacation pay or any other benefit or for any other reason, or enforce any other recoupment permitted by applicable law or regulation.

• **12. Beneficiaries.** Beneficiaries may be designated (and designations may be changed or revoked), in the manner required by the Plan Administrator, to receive all or part of Stock Units in case of your death. In the event of your death, any portion of the Stock Units 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 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 (as determined by NCR Voyix in its sole discretion), the Shares underlying the Stock Units in question may be purchased by and distributed to your estate, in which event NCR Voyix shall have no further liability to anyone with respect to such Shares. For information about TPA beneficiary procedures, or to revoke or change a beneficiary designation, call Fidelity at 1-800-544-9354 (U.S. grantees) or 1-800-544-0275 (non-U.S. grantees). Non-U.S. employees may access the toll-free number at: <https://www.fidelity.com/customer-service/phone-numbers/overview>.

• **13. Data Privacy.** By entering into this Agreement, you understand and acknowledge that your personal data may be processed, in electronic or other form as described in the NCR Voyix Employee Privacy Notice applicable to your jurisdiction.

**14 . Non-Disclosure of Confidential Information.** You acknowledge and agree that your employment with NCR Voyix or another Employer created a relationship of trust and confidence between you and the Employer with respect to, and that your position and its job duties exposed and/or will expose you to a broad variety of, NCR Voyix Confidential Information. As used in this Agreement, "NCR Voyix Confidential Information" means any information: of or held by NCR Voyix or any of its subsidiaries or affiliates that is not generally known or readily ascertainable by the public; or provided to NCR Voyix or any of its subsidiaries or affiliates by any person or entity subject to confidentiality obligations. NCR Voyix Confidential Information includes financial records, projections and forecasts, creations, discoveries, inventions, innovations, research, development, software, technology, works of authorship and the subject matter of intellectual property rights, company strategies, reports, plans, prospects and opportunities, employee information, market and sales information and plans (such as pricing, proposals and product introductions), and information about current and prospective customers (including their preferences and needs) and trade secrets. This Agreement, including its terms and conditions, shall be considered NCR Voyix Confidential Information. You agree, and represent and warrant, that you will not disclose or use and have not disclosed or used, in whole or in part, any NCR Voyix Confidential Information other than to the extent necessary in the ordinary course of performing your duties at and for your Employer and in accordance with NCR Voyix's and the Employer's policies, without the prior written consent of NCR Voyix, which may be granted or withheld in NCR Voyix's sole discretion, for any reason or no reason.

Notwithstanding anything to the contrary in this Agreement:

(a) In response to a valid subpoena, valid court, governmental or administrative order, or valid and mandatory discovery request ("Disclosure Request"), you may disclose, to the extent required thereby, requested NCR Voyix Confidential Information, or truthful testimony or information about NCR Voyix or your Employer (if different), provided, to the extent permitted by law, you provide NCR Voyix as much advance notice as practicable so as to enable NCR Voyix to seek to limit, condition, or quash such disclosure, as appropriate, including to obtain a protective order. Should you receive a Disclosure Request, you may reach out to NCR Voyix's General Counsel or its law department for assistance, but you are not required to do so.

(b) [US EMPLOYEES ONLY:] An individual will 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 (1) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney, and (2) solely for the purpose of reporting or investigating

a suspected violation of the law; or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

(c) You are not prohibited from reporting possible violations of the law to, or filing a charge or complaint with any federal, state or local governmental agency or commission ("Government Agencies"), including the Equal Employment Opportunity Commission, the Securities and Exchange Commission, the Department of Justice, or from making disclosures to Government Agencies that are protected by law (such as providing testimony and information during a government investigation), and you are not required to notify NCR Voyix that you have made any such reports or disclosures.

(d) [US EMPLOYEES ONLY:] This Agreement does not prohibit, nor shall it be interpreted as restraining or interfering with, employee rights under Section 7 of the National Labor Relations Act.

(e) (i) you may disclose this Agreement or any of its terms and conditions to your spouse, domestic partner, tax advisor, or attorney; and (ii) you may disclose the non-disclosure, non-competition, non-solicitation, and non-recruit/hire covenants herein to a prospective employer provided that you agree that you will, as applicable, require any persons or entities to whom disclosure is made as permitted in (i) or (ii) to keep such information confidential and not disclose it to others.

**15. No Advice Regarding Grant.** NCR Voyix is not (a) providing any tax, legal or financial advice, or (b) making any recommendations about your Plan participation, or any transaction relating to your Stock Units or the underlying Shares. You should consult with your own personal tax, legal and financial advisors before taking any Plan-related action.

**16. Electronic Documents and TPA Information.** This Agreement, including Section 9, is executed electronically, and is immediately binding upon your electronic acceptance. If you reside in a country that requires original ink signatures on paper, you waive this requirement to the extent permitted by law. You agree to receive all Award related documents electronically, and to participate in the Plan online through the TPA electronic system. Summaries and other information shown on the TPA website, which may be updated from time to time, shall be subject to the determinations of the Committee and the Plan Administrator, the Plan and this Agreement. The determinations of the Committee and the Plan Administrator, the Plan and this Agreement will govern in the event of any conflict with such TPA website summaries and other information.

**17. Severability, Waiver and Conflicting Terms.** The provisions of this Agreement are severable. If a court or other tribunal of competent jurisdiction holds any provision unenforceable or invalid, such provision will be severed and will not affect any other part hereof, which will be enforced as permitted by law; except 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 to render it valid and enforceable to the fullest extent permitted by law. You acknowledge that a waiver by NCR Voyix of breach of any provision of this Agreement will not operate or be construed as a waiver of any other provision of this Agreement or any subsequent breach of this Agreement. If this Agreement conflicts with the Plan in any respect, the Plan terms will prevail, except that Section 10 of this Agreement will prevail with respect to the law governing this Agreement and all claims relating to this Agreement.

**18. Amendment.** The NCR Voyix Board of Directors or the Committee or any delegate may amend your Award terms in this Agreement, except that no such amendment will be made that would materially impair your rights hereunder without your consent, except such an amendment made to comply with applicable law, including Code Section 409A, stock exchange rules or accounting rules.

**19. Rules for Participants in Non-U.S. Jurisdictions.** Notwithstanding anything herein or in the Plan to the contrary, if you are or become subject to the laws of a non-U.S. jurisdiction, your Award will be subject to (i) the special rules in Appendix A to this Agreement for your country and the laws and requirements of such non-U.S. jurisdiction to the extent so determined in the sole discretion of the Plan Administrator for legal or administrative reasons, and (ii) this Agreement's terms and conditions are deemed modified to the extent determined in the sole discretion of the Plan Administrator for legal or administrative reasons. Subject to Section 18, the Committee or the Plan Administrator may amend this Agreement before or after an Award is made and take any other action deemed appropriate in its sole discretion to obtain approval or comply with any necessary local governmental regulatory requirements or exemptions.

**20. Code of Conduct Certification; Compliance with Insider Trading Laws and NCR Voyix Insider Trading Policy; Code Section 409A Compliance**

Notwithstanding anything herein to the contrary, this Award of Stock Units and your right to receive payment of any Vested Stock Units are expressly conditioned upon your timely annual certification to the NCR Voyix Code of Conduct. If you do not timely provide any certification required by the Employer before vesting of any portion of the Stock Units, that portion of the Stock Units will be forfeited, except that no such forfeiture will 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 Voyix's Code of Conduct within thirty days following such notice.

With respect to any Shares distributed under this agreement, you understand and agree that you are responsible for reviewing, understanding and complying with Insider Trading laws and NCR Voyix's Insider Trading Policy (available on the internet or by request from the NCR Voyix Law Department), and that you may not trade in NCR Voyix securities except in compliance with the NCR Voyix Insider Trading Policy (as may be amended from time to time), which is incorporated herein by reference. You should consult an attorney if you have questions concerning such matters.

The parties intend that payments under this Agreement comply with Code Section 409A or are exempt therefrom, and this Agreement shall be interpreted, administered and governed in accordance with such intent. Notwithstanding anything contained herein to the contrary, you shall not be considered to have terminated employment with the Employer for purposes of any payments under this Agreement which are subject to Code Section 409A until you would be considered to have incurred a "separation from service" from the Employer within the meaning of Code Section 409A. Each amount to be paid under this Agreement shall be construed as a separate identified payment for purposes of Code Section 409A. Without limiting the foregoing and notwithstanding anything contained herein to the contrary, to the extent required in order to avoid accelerated taxation and/or tax penalties under Code Section 409A: (A) amounts that would otherwise be payable and benefits that would otherwise be provided pursuant to this Agreement or any other arrangement between you and the Employer during the six (6) month period immediately following your separation from service shall instead be paid on the first business day after the date that is six (6) months following your separation from service (or, if earlier, your death), (B) for purposes of this Agreement, "Disability" shall have the meaning set forth in Treas. Reg. 1.409A-3(i)(4)(i), and (C) a Change in Control shall be deemed to have occurred only if a change in the ownership or effective control of NCR Voyix or a change in ownership of a substantial portion of the assets of NCR Voyix shall also be deemed to have occurred under Code Section 409A. Notwithstanding anything contained herein to the contrary, no payment shall be made pursuant to this Agreement prior to the earliest time that will not result in accelerated taxation and/or tax penalties under Code Section 409A. In addition, the Committee shall have the sole authority to make any accelerated payments permissible under Treas. Reg. Section 1.409A-3(j)(4) to you with respect to any deferred amounts, provided that such payments meet the requirements of Treas. Reg. Section 1.409A-3(j)(4). NCR Voyix makes no representation that any or all of the payments described in this Agreement will be exempt from or comply with Code Section 409A and makes no undertaking to preclude Code Section 409A from applying to any such payment.

**21. No Employment Modification.** The Plan and this Agreement do not constitute a contract of employment or impose on you or any Employer any obligation to retain you as an employee, to change the status of your employment, or to change the Employer's policies regarding termination of employment. For U.S. employees, employment with the Employer is at will, which means that you or the Employer may terminate the employment relationship at any time, with or without cause, unless otherwise provided in a valid, formal written employment agreement signed by you and an officer of the Employer.

**22. Execution and Validity of Agreement.** This Agreement shall be binding and effective upon NCR Voyix on the Grant Date. However, you will forfeit your Award and this Agreement shall have no force and effect if you do not duly execute it electronically on the TPA website at [www.netbenefits.fidelity.com](http://www.netbenefits.fidelity.com), in the form required by the Plan Administrator, within ninety (90) days after the Grant Date (or by other date required by the Plan Administrator).

**23. Notices.** All notices required hereunder shall be in writing and shall be deemed given upon the following business day if delivered personally (provided receipt of which is confirmed) or by courier service promising overnight delivery (with delivery confirmation) or five (5) business days after deposit in the U.S. Mail, certified with return receipt requested. All notices shall be addressed as follows: (a) If to NCR Voyix: NCR Voyix Corporation 864 Spring Street NW Atlanta GA 30308 Attn: General Counsel, with a copy via electronic mail to: [law.notices@ncrvoyix.com](mailto:law.notices@ncrvoyix.com), (b) if to you: your last known address shown in the personnel records of NCR Voyix, or (c) to such other address as either party will have furnished to the other in writing.

## **APPENDIX A**

### **Senior Executive Team 2024 Performance-Based Restricted Stock Unit Award Agreement (with LTI Free Cash Flow Conversion Percentage & LTI Relative Total Shareholder Return Metrics)**

#### **PROVISIONS FOR NON-U.S. PARTICIPANTS**

##### **Article I. Provisions for All Non-U.S. Participants**

The following terms and conditions set forth in this Article I of Appendix A apply to Participants residing outside the United States or otherwise subject to the laws of a non-U.S. country. 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 Voyix, any of its Subsidiaries or Affiliates or the Employer, waive your ability, if any, to bring any such claim, and release NCR Voyix, 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 Voyix 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 Voyix, 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 Voyix, 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 received this Agreement or any Plan related document translated into a non-English language, the English versions will control in the event of conflict. 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 your Award, you confirm having read and understood the Plan and this Agreement, including all terms and conditions of each, which were provided in English. 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 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 Voyix Common Stock and/or cash acquired under the Plan (including 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 Voyix Common Stock issued with respect thereto.

**5. Insider Trading Restrictions/Market Abuse Laws.** You acknowledge that your country of residence may subject you to insider trading and/or market abuse laws, which may restrict your ability to acquire or sell Shares or rights to such Shares (e.g., Stock Units) under the Plan during times you are considered to have "inside information" about NCR Voyix (as defined by your country's laws). Such restrictions apply in addition to any NCR Voyix insider trading policy restrictions. You acknowledge that it is your responsibility to comply with any applicable restrictions. You should consult with your personal advisor on these matters.

## **Article II. Country-Specific Provisions for Non-U.S. Participants**

This Article II of Appendix A includes special terms and conditions that apply if you reside in the below countries. These terms and conditions are in addition to (or, if indicated, in place of) those set forth in the Agreement. Capitalized terms used but not defined in this Article II have Agreement definitions (or if none, the Plan definitions). This Article II also includes information relating to exchange control and other issues that you should be aware with respect to Plan participation. 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 Voyix 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 acquired under the Plan are sold. In addition, the information is general in nature and may not apply to your particular situation and NCR Voyix 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 Voyix shall, in its discretion, determine to what extent the terms and conditions contained herein shall be applicable to you.

## INDIA

**Retirement.** Notwithstanding anything herein to the contrary, unless otherwise determined by the Plan Administrator, "Retirement" shall mean Termination of Employment at age 62 or older (or at such lower mandatory retirement age required by applicable India law, if any) with at least 10 years of continuous service with an Employer through your Termination Date (excluding service with acquired entities before the acquisition).

## 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 specific terms in this Article II of Appendix A. Upon vesting, 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 4 of this Agreement relating to a Good Reason Termination, Retirement or Mutually Agreed Retirement, each as defined herein (and in each case, to the extent specifically applicable to you), in the event of your resignation from service with NCR Voyix 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).

**CERTIFICATION**

I, David Wilkinson, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of NCR Voyix 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: August 6, 2024

/s/ David Wilkinson

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David Wilkinson  
Chief Executive Officer

**CERTIFICATION**

I, Brian Webb-Walsh, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of NCR Voyix 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: August 6, 2024

/s/ Brian Webb-Walsh

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Brian Webb-Walsh

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 Voyix Corporation (the "Company") for the period ending June 30, 2024 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: August 6, 2024

/s/ David Wilkinson

David Wilkinson  
Chief Executive Officer

Dated: August 6, 2024

/s/ Brian Webb-Walsh

Brian Webb-Walsh  
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 Voyix Corporation and will be retained by NCR Voyix Corporation and furnished to the United States Securities and Exchange Commission or its staff upon request.