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

FORM 8-K

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

Date of report (Date of earliest event reported): December 12, 2008

NCR CORPORATION

(Exact Name of Registrant Specified in Charter)

Commission File Number 001-00395

Maryland
(State or Other Jurisdiction
of Incorporation)

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

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

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

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

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240, 14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240, 13e-4(c))
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Item 5.02 Departure of Directors or Principal Officers; Election of Directors; Appointment of Principal Officers; Compensatory Arrangements of Certain Officers.

(e) At its meeting on December 12, 2008, the Compensation and Human Resource Committee of the Board of Directors of NCR Corporation (“NCR”) approved the forms of restricted stock agreement, restricted stock unit agreement, performance based restricted stock agreement, performance based restricted stock unit agreement and stock option agreement to be used in connection with awards made under NCR’s 2006 Stock Incentive Plan, as amended (the “SIP”), during 2009. The restricted stock agreement is expected to be used in connection with all restricted stock grants awarded under the SIP to executive officers, other than performance based restricted stock grants. The restricted stock unit agreement is expected to be used in connection with all restricted stock units awarded under the SIP to executive officers, other than performance based restricted stock unit awards. The performance based restricted stock agreement is expected to be used in connection with all performance based restricted stock grants awarded under the SIP to executive officers. The performance based restricted stock unit agreement is expected to be used in connection with all performance based restricted stock units awarded under the SIP to executive officers. The stock option agreement is expected to be used in connection with all stock option grants awarded under the SIP to executive officers. Copies of the forms of restricted stock agreement, restricted stock unit agreement, performance based restricted stock agreement, performance based restricted stock unit agreement and stock option agreement are attached hereto as Exhibits 10.1, 10.2, 10.3, 10.4 and 10.5, respectively, and hereby incorporated by reference in this Item 5.02.

Item 9.01 Financial Statements and Exhibits.

(c) Exhibits:

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

<u>Exhibit No.</u>	<u>Description of Exhibit</u>
10.1	Form of 2009 Restricted Stock Agreement under 2006 Stock Incentive Plan.
10.2	Form of 2009 Restricted Stock Unit Agreement under 2006 Stock Incentive Plan.
10.3	Form of 2009 Performance Based Restricted Stock Agreement under 2006 Stock Incentive Plan.
10.4	Form of 2009 Performance Based Restricted Stock Unit Agreement under 2006 Stock Incentive Plan.
10.5	Form of 2009 Stock Option Agreement under 2006 Stock Incentive Plan.

SIGNATURE

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

NCR Corporation

Dated: December 15, 2008

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

Index to Exhibits

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10.1	Form of 2009 Restricted Stock Agreement under 2006 Stock Incentive Plan.
10.2	Form of 2009 Restricted Stock Unit Agreement under 2006 Stock Incentive Plan.
10.3	Form of 2009 Performance Based Restricted Stock Agreement under 2006 Stock Incentive Plan.
10.4	Form of 2009 Performance Based Restricted Stock Unit Agreement under 2006 Stock Incentive Plan.
10.5	Form of 2009 Stock Option Agreement under 2006 Stock Incentive Plan.

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

You have been awarded a number of restricted shares of NCR common stock (the "Restricted Stock") under the 2006 Stock Incentive Plan (the "Plan") of NCR Corporation ("NCR"), as described on the restricted share grant information page on the website of NCR's third party Plan administrator (the "Information Page"), subject to the terms and conditions of this 2009 Restricted Stock Agreement (this "Agreement") and the Plan.

1. All or a portion of the Restricted Stock will become non-forfeitable ("Vested") on the vesting date(s) described on the Information Page (each, a "Vesting Date"), provided that you are continuously employed by NCR or any of its affiliate companies (referred to collectively herein as "NCR") until the Vesting Date.

2. If your employment with NCR terminates prior to your Vesting Date due to: (i) your death; or (ii) cessation of active employment by NCR as a result of a disability for which you qualify for benefits under the NCR Long-Term Disability Plan or another long-term disability plan sponsored by NCR ("Disability"); then, upon such termination of employment, the restricted stock award will become fully Vested. If your employment with NCR terminates prior to your Vesting Date due to your: (a) Retirement (defined as termination by you of your employment with NCR at or after age 55 with the consent of the Compensation and Human Resource Committee of the NCR Board of Directors (the "Committee") other than, if applicable to you, for Good Reason (as described below) following a Change in Control (as defined in the Plan)); or (b) reduction-in-force; then, upon such termination of employment, a pro rata portion of the Restricted Stock will become fully Vested. The pro rata portion of the Restricted Stock that will become fully Vested will be determined by multiplying the total number of the shares of Restricted Stock awarded pursuant to this Agreement by a fraction, the numerator of which is the number of full and partial months of employment that you completed after the date of grant of this award (the "Grant Date"), and the denominator of which is the total number of months during the period beginning on the Grant Date and ending on your Vesting Date.

Notwithstanding any provision in this Agreement to the contrary, in the event a Change in Control occurs and this restricted stock award is not assumed, converted or replaced by the continuing entity, the Restricted Stock shall become fully Vested immediately prior to the Change in Control. In the event of a Change in Control wherein this restricted stock award is assumed, if a Termination of Employment (as defined in the Plan) by the Company other than for Cause or Disability (as such terms are defined in the Plan) occurs during the twenty-four (24) months following the Change in Control, the Restricted Stock shall become fully Vested immediately upon your Termination of Employment. If you are a participant in the NCR Change in Control Severance Plan, an NCR Severance Policy or a similar arrangement that defines "Good Reason" in the context of a resignation following a Change in Control and you terminate your employment for Good Reason as so defined within twenty-four (24) months following a Change in Control, the Restricted Stock shall become fully vested immediately upon your Termination of Employment.

3. If your employment terminates prior to your Vesting Date for any reason other than as described in Section 2, the Restricted Stock, to the extent not fully vested, will automatically terminate and be forfeited.

4. By accepting this award, except to the extent that disclosure is required by applicable law or regulation, you agree to keep this Agreement confidential and not to disclose its contents to anyone except your attorney, your immediate family, or your financial consultant, provided such persons agree in advance to keep such information confidential and not disclose it to others. The Restricted Stock will be forfeited if you violate the terms and conditions of this Section 4.

5. In the event of a stock dividend, stock split, reverse stock split, separation, spinoff, reorganization, extra-ordinary dividend of cash or other property, share combination, or recapitalization or similar event affecting the capital structure of NCR, the Committee or the Board of Directors of NCR shall make such substitutions or adjustments as it deems appropriate and equitable to the number and kind of securities subject to outstanding awards. In the case of Corporate Transactions (as defined in the Plan), such adjustments may include, without limitation, (1) the cancellation of outstanding awards in exchange for payments of cash, property or a combination thereof having an aggregate value equal to the value of such awards, as determined by the Committee or the Board of Directors of NCR in its sole discretion, *provided*, that in the event of the cancellation of such awards pursuant to this clause (1), the awards shall Vest in full immediately prior to the consummation of such Corporate Transaction; (2) the substitution of other property (including, without limitation, cash or other securities of NCR and securities of entities other than NCR) for the Restricted Stock subject to outstanding awards; and (3) in connection with any Disaffiliation (as defined in the Plan), arranging for the assumption of awards, or replacement of awards with new awards based on other property or other securities (including, without limitation, other securities of NCR and securities of entities other than NCR), by the affected Subsidiary, Affiliate (as such terms are defined in the Plan), or division or by the entity that controls such Subsidiary, Affiliate, or division following such Disaffiliation (as well as any corresponding adjustments to awards that remain based upon NCR securities).

6. You will be the record owner of the Restricted Stock until such shares are forfeited, and as the record owner you will be entitled to all rights of a common stockholder of NCR, including without limitation, voting rights and rights to cash and in-kind dividends, if any, on the Restricted Stock; provided, however, that the right to dividends will be subject to Section 8 below, and, prior to your Vesting Date, the Restricted Stock is not freely transferable. As soon as practicable after your Vesting Date, subject to Section 9 below, NCR will instruct its Transfer Agent and/or its third party Plan administrator to release the restrictions on your record account and the Restricted Stock, to the extent vested, will become freely transferable.

7. At all times before your Vesting Date, the Restricted Stock, to the extent not fully vested, may not be sold, transferred, pledged, assigned or otherwise alienated, except by beneficiary designation, will or by the laws of descent and distribution upon your death.

8. Any cash dividends on the Restricted Stock declared before your Vesting Date shall not be paid currently, but shall be reinvested in shares of common stock of NCR. Any

shares resulting from such reinvestment (the "Dividend Shares") will be considered Restricted Stock for purposes of this Agreement and will be subject to all of the terms, conditions and restrictions set forth herein. As of each date that NCR would otherwise pay the declared dividend on the Restricted Stock (the "Dividend Payment Date") in the absence of the reinvestment requirements of this Section 8, the number of Dividend Shares will be determined by dividing the amount of dividends attributable to the Restricted Stock but not paid on the Dividend Payment Date by the closing price of NCR's common stock on the Dividend Payment Date. The Committee may, in its discretion, take such action as it deems appropriate regarding in-kind dividends or distributions with respect to the Restricted Stock, to the extent not fully vested, prior to your Vesting Date, which actions may include, without limitation, current distribution or liquidation or reinvestment in Restricted Stock. Any securities or property so distributed may, in the Committee's discretion, be subject to any or all of the forfeiture provisions set forth in this Agreement.

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

10. The Restricted Stock, to the extent not fully vested, will be forfeited if the Committee determines that you engaged in misconduct in connection with your employment with NCR.

11. In exchange for the Restricted Stock, you agree that during your employment with NCR and for a twelve (12) month period after the termination of employment (or if applicable law mandates a maximum time that is shorter than twelve (12) months, then for a period of time equal to that shorter maximum period), regardless of the reason for termination, you will not, yourself or through others, without the prior written consent of the Chief Executive Officer of NCR, (i) render services directly or indirectly to, or become employed by, any Competing Organization (as defined in this Section 11) to the extent such services or employment involves the development, manufacture, marketing, advertising, sale or servicing of any product, process, system or service which is the same or similar to, or competes with, a product, process, system or service manufactured, sold, serviced or otherwise provided by NCR, its subsidiaries or affiliates, to its customers and upon which you worked or in which you participated during the last two (2) years of your NCR employment; (ii) directly or indirectly recruit, hire, solicit or induce, or attempt to induce, any exempt employee of NCR, its subsidiaries or affiliates, to terminate his or her employment with NCR, its subsidiaries or affiliates, or otherwise cease his or her relationship with NCR, its subsidiaries or affiliates; or (iii) solicit the business of any firm or company with which you worked during the preceding two (2) years while employed by NCR, including customers

of NCR, its subsidiaries or affiliates. If you breach the terms of this Section 11, you agree that in addition to any liability you may have for damages arising from such breach, any unvested Restricted Stock will be immediately forfeited, and you agree to pay to NCR the Fair Market Value of any Restricted Stock that Vested during the twelve (12) months prior to the date of your termination of employment. Such Fair Market Value shall be determined as of the Vesting Date.

As used in this Section 11, "Competing Organization" means an organization identified as a Competing Organization by the Chief Executive Officer of NCR for the year in which your employment with NCR terminates, and any other person or organization which is engaged in or about to become engaged in research on or development, production, marketing, leasing, selling or servicing of a product, process, system or service which is the same or similar to or competes with a product, process, system or service manufactured, sold, serviced or otherwise provided by NCR to its customers. The list of Competing Organizations identified by the Chief Executive Officer is maintained by the NCR Law Department.

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

Notwithstanding the preceding subparagraph, you acknowledge that if you breach Section 11, NCR will sustain irreparable injury and will not have an adequate remedy at law. As a result, you agree that in the event of your breach of Section 11 NCR may, in addition to any other remedies available to it, bring an action in a court of competent jurisdiction for equitable relief to preserve the status quo pending appointment of an arbitrator and completion of an arbitration. You stipulate to the exclusive jurisdiction and venue of the state and federal courts located in Montgomery County, Ohio, the location from which NCR's equity programs are administered, for any such proceedings.

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

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

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

16. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Plan, the terms and conditions of the Plan shall prevail, except that with respect to matters involving choice of law the terms and conditions of Section 12 of this Agreement shall prevail.

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

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

1. All or a portion of the Stock Units will become non-forfeitable ("Vested") on the vesting date(s) described on the Information Page ("Vesting Date"), provided that you are continuously employed by NCR or any of its affiliate companies (referred to collectively herein as "NCR") until the Vesting Date.

2. If your employment with NCR terminates prior to your Vesting Date due to: (i) your death; or (ii) cessation of active employment by NCR as a result of a disability for which you qualify for benefits under the NCR Long-Term Disability Plan or another long-term disability plan sponsored by NCR ("Disability"); then, upon such termination of employment, your Stock Units will become fully Vested. If your employment with NCR terminates prior to your Vesting Date due to your: (a) Retirement (defined as termination by you of your employment with NCR at or after age 55 with the consent of the Compensation and Human Resource Committee of the NCR Board of Directors (the "Committee") other than, if applicable to you, for Good Reason (as described below) following a Change in Control (as defined in the Plan)); or (b) reduction-in-force; then, upon such termination of employment, a pro rata portion of the Stock Units will become fully Vested. The pro rata portion of the Stock Units that will become fully Vested will be determined by multiplying the total number of the Stock Units awarded pursuant to this Agreement by a fraction, the numerator of which is the number of full and partial months of employment that you completed after the date of grant of this award (the "Grant Date"), and the denominator of which is the total number of months during the period beginning on the Grant Date and ending on your Vesting Date. If your employment terminates prior to your Vesting Date for any reason other than as described in this Section, the Stock Units, to the extent not fully vested, will automatically terminate and be forfeited.

Notwithstanding any provision in this Agreement to the contrary, in the event a Change in Control occurs and this restricted stock unit award is not assumed, converted or replaced by the continuing entity, the Stock Units shall become fully Vested immediately prior to the Change in Control. In the event of a Change in Control wherein this restricted stock unit award is assumed, if a Termination of Employment (as defined in the Plan) by the Company other than for Cause or Disability (as such terms are defined in the Plan) occurs during the twenty-four (24) months following the Change in Control, the Stock Units shall become fully Vested immediately upon your Termination of Employment. If you are a participant in the NCR Change in Control Severance Plan, an NCR Severance Policy or a similar arrangement that defines "Good Reason" in the context of a resignation following a Change in Control and you terminate your employment for Good Reason as so defined within twenty-four (24) months following a Change in Control, the Stock Units shall become fully Vested immediately upon your Termination of Employment.

3. Except as may otherwise be provided in this Section 3 or pursuant to an election under Section 14(k) of the Plan, Vested Stock Units will be paid to you within 30 days after the date that such Stock Units become Vested in shares of NCR common stock (such that one Stock Unit equals one share of NCR common stock) or, in NCR's sole discretion, in an amount of cash equal to the Fair Market Value of such number of shares of NCR common stock as of the Vesting Date (or such earlier date upon which the Stock Units have become Vested pursuant to Section 2 of this Agreement), or a combination thereof.

To the extent that Stock Units become Vested pursuant to Section 2 of this Agreement and your right to receive payment of such Vested Stock Units constitutes a "deferral of compensation" within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), then payment of such Stock Units shall be subject to the following rules: (i) the Stock Units will be paid to you within 30 days after the earlier of (a) your "separation from service" within the meaning of Section 409A of the Code, and (b) the Vesting Date; (ii) notwithstanding the foregoing, if the Stock Units become payable as a result of your "separation from service" within the meaning of Section 409A of the Code (other than as a result of death), and you are a "specified employee" as determined under NCR's policy for determining specified employees on the date of separation from service, the Stock Units shall be paid on the first business day after the date that is six months following your "separation from service" within the meaning of Section 409A of the Code; and (iii) NCR may, in its sole discretion and to the extent permitted by Treasury Regulation § 1.409A-3(j)(4)(ix)(B), terminate this Agreement and pay all outstanding Stock Units to you within 30 days before or 12 months after a "change in the ownership," a "change in the effective control" or a "change in the ownership of a substantial portion of the assets" of NCR within the meaning of Section 409A of the Code.

4. By accepting this award, unless disclosure is required by applicable law or regulation, you agree to keep this Agreement confidential and not to disclose its contents to anyone except your attorney, your immediate family, or your financial consultant, provided such persons agree in advance to keep such information confidential and not disclose it to others. The Stock Units will be forfeited if you violate the terms and conditions of this Section 4.

5. In the event of a stock dividend, stock split, reverse stock split, separation, spinoff, reorganization, extra-ordinary dividend of cash or other property, share combination, or recapitalization or similar event affecting the capital structure of NCR, the Committee or the Board of Directors of NCR shall make such substitutions or adjustments as it deems appropriate and equitable to the number and kind of securities subject to outstanding awards. In the case of Corporate Transactions (as defined in the Plan), such adjustments may include, without limitation, (1) the cancellation of outstanding awards in exchange for payments of cash, property or a combination thereof having an aggregate value equal to the value of such awards, as determined by the Committee or the Board of Directors of NCR in its sole discretion, *provided*, that in the event of the cancellation of such awards pursuant to this clause (1), the awards shall Vest in full immediately prior to the consummation of such Corporate Transaction; (2) the substitution of other property (including, without limitation,

cash or other securities of NCR and securities of entities other than NCR) for the Stock Units subject to outstanding awards; and (3) in connection with any Disaffiliation (as defined in the Plan), arranging for the assumption of awards, or replacement of awards with new awards based on other property or other securities (including, without limitation, other securities of NCR and securities of entities other than NCR), by the affected Subsidiary, Affiliate (as such terms are defined in the Plan), or division or by the entity that controls such Subsidiary, Affiliate, or division following such Disaffiliation (as well as any corresponding adjustments to awards that remain based upon NCR securities).

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

7. Any cash dividends declared before your Vesting Date on the shares underlying the Stock Units shall not be paid currently, but shall be converted into additional Stock Units. Any Stock Units resulting from such conversion (the "Dividend Units") will be considered Stock Units for purposes of this Agreement and will be subject to all of the terms, conditions and restrictions set forth herein. As of each date that NCR would otherwise pay the declared dividend on the shares underlying the Stock Units (the "Dividend Payment Date") in the absence of the reinvestment requirements of this Section 7, the number of Dividend Units will be determined by dividing the amount of dividends otherwise attributable to the Stock Units but not paid on the Dividend Payment Date by the Fair Market Value of NCR's common stock on the Dividend Payment Date.

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

9. The Stock Units, to the extent not fully vested, will be forfeited if the Committee determines that you engaged in misconduct in connection with your employment with NCR.

10. In exchange for the Stock Units, you agree that during your employment with NCR and for a twelve (12) month period after the termination of employment (or if applicable

law mandates a maximum time that is shorter than twelve (12) months, then for a period of time equal to that shorter maximum period), regardless of the reason for termination, you will not, yourself or through others, without the prior written consent of the Chief Executive Officer of NCR: (a) render services directly or indirectly to, or become employed by, any Competing Organization (as defined in this Section 10 below) to the extent such services or employment involves the development, manufacture, marketing, advertising, sale or servicing of any product, process, system or service which is the same or similar to, or competes with, a product, process, system or service manufactured, sold, serviced or otherwise provided by NCR, its subsidiaries or affiliates, to its customers and upon which you worked or in which you participated during the last two (2) years of your NCR employment; (b) directly or indirectly recruit, hire, solicit or induce, or attempt to induce, any exempt employee of NCR, its subsidiaries or affiliates, to terminate his or her employment with NCR, its subsidiaries or affiliates, or otherwise cease his or her relationship with NCR, its subsidiaries or affiliates; or (c) solicit the business of any firm or company with which you worked during the preceding two (2) years while employed by NCR, including customers of NCR, its subsidiaries or affiliates. If you breach the terms of this Section 10, you agree that in addition to any liability you may have for damages arising from such breach, any unvested Stock Units will be immediately forfeited, and you agree to pay to NCR the Fair Market Value of any Stock Units that Vested or cash paid to you in lieu of such Stock Units that were issued during the twelve (12) months prior to the date of your termination of employment. Such Fair Market Value shall be determined as of your Vesting Date.

As used in this Section 10, "Competing Organization" means an organization identified as a Competing Organization by the Chief Executive Officer of NCR for the year in which your employment with NCR terminates, and any other person or organization which is engaged in or about to become engaged in research on or development, production, marketing, leasing, selling or servicing of a product, process, system or service which is the same or similar to or competes with a product, process, system or service manufactured, sold, serviced or otherwise provided by NCR to its customers. The list of Competing Organizations identified by the Chief Executive Officer is maintained by the NCR Law Department.

11. By accepting this award, you agree that, where permitted by local law, any controversy or claim arising out of or related to this Agreement or your employment relationship with NCR shall be resolved by arbitration. If you are employed in the United States, the arbitration shall be pursuant to the NCR dispute resolution policy and the then current rules of the American Arbitration Association and shall be held at a neutral location, in or near the city where you work or have worked for NCR if you reported into an NCR facility; or if you worked out of your residence, the capital city or nearest major city in the state in which you reside. If you are employed outside the United States, where permitted by local law, the arbitration shall be conducted in the regional headquarters city of the business organization in which you work. The arbitration shall be held before a single arbitrator who is an attorney knowledgeable in employment law. The arbitrator's decision and award shall be final and binding and may be entered in any court having jurisdiction. For arbitrations held in the United States, issues of arbitrability shall be determined in accordance with the federal substantive and procedural laws relating to arbitration; all other aspects shall be interpreted in accordance with the laws of the State of Ohio. Each party shall bear its own attorney's fees associated with the arbitration and other costs and expenses of the arbitration shall be borne as

provided by the rules of the American Arbitration Association for an arbitration held in the United States, or similar applicable rules for an arbitration held outside the United States. If any portion of this paragraph is held to be unenforceable, it shall be severed and shall not affect either the duty to arbitrate or any other part of this paragraph.

Notwithstanding the preceding subparagraph, you acknowledge that if you breach Section 10, NCR will sustain irreparable injury and will not have an adequate remedy at law. As a result, you agree that in the event of your breach of Section 10 NCR may, in addition to any other remedies available to it, bring an action in a court of competent jurisdiction for equitable relief to preserve the status quo pending appointment of an arbitrator and completion of an arbitration. You stipulate to the exclusive jurisdiction and venue of the state and federal courts located in Montgomery County, Ohio, the location from which NCR's equity programs are administered, for any such proceedings.

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

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

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

15. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Plan, the terms and conditions of the Plan shall prevail, except that with respect to matters involving choice of law the terms and conditions of Section 11 of this Agreement shall prevail.

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

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

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

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

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

3. “CNOP” is defined as (A minus (B times C)). “A” equals the cumulative “Non-Pension Operating Income” (which is operating income before defined benefit pension expense

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

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

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

Notwithstanding any provision in this Agreement to the contrary:

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

(ii) in the event a Change in Control occurs after the first anniversary of grant and this restricted stock award is not assumed, converted or replaced by the continuing entity, the Restricted Stock shall Vest immediately prior to the Change in Control (without regard to performance after the Change in Control or pro-ration) based on actual performance to date as of the last day of the month immediately preceding the month in which the Change in Control occurs, except that if the Change in Control occurs during the first five days of the month, then actual performance to date will be measured as of the last day of the month before the month immediately preceding the month in which the Change in Control occurs,

(iii) in the event of a Change in Control on or prior to the first anniversary of grant wherein this restricted stock award is assumed, the Restricted Stock shall be converted to a time-based Restricted Stock award that will Vest at the end of the Performance Period (without regard to performance or pro-ration) at the "Target" level, subject to your continued employment through the end of the Performance Period,

(iv) in the event of a Change in Control after the first anniversary of grant wherein this restricted stock award is assumed, the Restricted Stock shall be converted to a time-based Restricted Stock award that will vest at the end of the Performance Period (without regard to performance after the Change in Control or pro-ration) based on actual performance to date as of the last day of the month immediately preceding the month in which the Change in Control occurs, except that if the Change in Control occurs during the first five days of the month, then actual performance to date will be measured as of the last day of the month before the month immediately preceding the month in which the Change in Control occurs, subject to your continued employment through the end of the Performance Period, and

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

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

7. In the event of a stock dividend, stock split, reverse stock split, separation, spinoff, reorganization, extra-ordinary dividend of cash or other property, share combination, or recapitalization or similar event affecting the capital structure of NCR, the Committee or the Board of Directors of NCR shall make such substitutions or adjustments as it deems appropriate and equitable to the number and kind of securities subject to outstanding awards. In the case of Corporate Transactions (as defined in the Plan), such adjustments may include, without limitation, (1) the cancellation of outstanding awards in exchange for payments of cash, property or a combination thereof having an aggregate value equal to the value of such awards, as determined by the Committee or the Board of Directors of NCR in its sole discretion, *provided*, that in the event of the cancellation of such awards pursuant to this clause (1), the awards shall Vest in full immediately prior to the consummation of such Corporate Transaction; (2) the substitution of other property (including, without limitation, cash or other securities of NCR and securities of entities other than NCR) for the Restricted Stock subject to outstanding awards; and

(3) in connection with any Disaffiliation (as defined in the Plan), arranging for the assumption of awards, or replacement of awards with new awards based on other property or other securities (including, without limitation, other securities of NCR and securities of entities other than NCR), by the affected Subsidiary, Affiliate (as such terms are defined in the Plan), or division or by the entity that controls such Subsidiary, Affiliate, or division following such Disaffiliation (as well as any corresponding adjustments to awards that remain based upon NCR securities). The Committee will adjust the Performance Goals (as defined in the Plan) applicable to any awards to reflect any unusual or non-recurring events and other extraordinary items, impact of charges for restructurings, discontinued operations, and the cumulative effects of accounting or tax changes, each as defined by generally accepted accounting principles and as identified in NCR's financial statements, notes to the financial statements, management's discussion and analysis or other NCR's SEC filings.

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

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

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

11. NCR has the right to deduct or cause to be deducted from, or collect or cause to be collected, with respect to the taxation of any Restricted Stock, any federal, state or local taxes required by the laws of the United States or any other country to be withheld or paid with respect to the Restricted Stock, and you or your legal representative or beneficiary will be required to pay any such amounts. By accepting this award, you consent and direct that, if you are paid through NCR's United States payroll system at the time the Restricted Stock vests, NCR's stock plan administrator will withhold or sell the number of shares of Restricted Stock from your

award as NCR, in its sole discretion, deems necessary to satisfy such withholding requirements. If you are paid through a non-United States NCR payroll system, you agree that NCR may satisfy any withholding obligations by withholding cash from your compensation otherwise due to you or by any other action as it may deem necessary to satisfy the withholding obligation.

12. In exchange for the Restricted Stock, you agree that during your employment with NCR and for a twelve (12) month period after the termination of employment (or if applicable law mandates a maximum time that is shorter than twelve (12) months, then for a period of time equal to that shorter maximum period), regardless of the reason for termination, you will not, yourself or through others, without the prior written consent of the Chief Executive Officer of NCR; (a) render services directly or indirectly to, or become employed by, any Competing Organization (as defined in this Section 12) to the extent such services or employment involves the development, manufacture, marketing, advertising, sale or servicing of any product, process, system or service which is the same or similar to, or competes with, a product, process, system or service manufactured, sold, serviced or otherwise provided by NCR, its subsidiaries or affiliates, to its customers and upon which you worked or in which you participated during the last two (2) years of your NCR employment; (b) directly or indirectly recruit, hire, solicit or induce, or attempt to induce, any exempt employee of NCR, its subsidiaries or affiliates, to terminate his or her employment with NCR, its subsidiaries or affiliates, or otherwise cease his or her relationship with NCR, its subsidiaries or affiliates; or (c) solicit the business of any firm or company with which you worked during the preceding two (2) years while employed by NCR, including customers of NCR, its subsidiaries or affiliates. If you breach the terms of this Section 12, you agree that in addition to any liability you may have for damages arising from such breach, any unvested Restricted Stock will be immediately forfeited, and you will pay to NCR the Fair Market Value of any Restricted Stock that Vested during the twelve (12) months prior to the date of termination of your employment. Such Fair Market Value shall be determined as of the Vesting Date. If you breach the terms of this Section 12 prior to the end of the Performance Period but after your employment terminates due to the circumstances described in the first paragraph of Section 5, your award will be forfeited and you will not receive a pro rata portion of the Restricted Stock.

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

13. By accepting the Restricted Stock, you agree that, where permitted by local law, any controversy or claim arising out of or related to this Agreement or your employment relationship with NCR shall be resolved by arbitration. If you are employed in the United States, the arbitration shall be pursuant to the NCR dispute resolution policy and the then current rules of the American Arbitration Association and shall be held at a neutral location, in or near the city where you work or have worked for NCR if you reported into an NCR facility; or if you worked out of your residence, the capital city or nearest major city in the state in which you reside. If you are employed outside the United States, where permitted by local law, the arbitration shall be conducted in the regional headquarters city of the business organization in

which you work. The arbitration shall be held before a single arbitrator who is an attorney knowledgeable in employment law. The arbitrator's decision and award shall be final and binding and may be entered in any court having jurisdiction. For arbitrations held in the United States, issues of arbitrability shall be determined in accordance with the federal substantive and procedural laws relating to arbitration; all other aspects shall be interpreted in accordance with the laws of the State of Ohio. Each party shall bear its own attorney's fees associated with the arbitration and other costs and expenses of the arbitration shall be borne as provided by the rules of the American Arbitration Association for an arbitration held in the United States, or similar applicable rules for an arbitration held outside the United States. The Restricted Stock will be forfeited if the Committee determines that you engaged in misconduct in connection with your employment with NCR. If any portion of this paragraph is held to be unenforceable, it shall be severed and shall not affect either the duty to arbitrate or any other part of this paragraph.

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

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

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

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

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

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

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

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

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

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

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

4. Except as may be otherwise provided in Section 6 or pursuant to an election under Section 14(k) of the Plan, Vested Stock Units will be paid to you between January 1 and March 15 of the calendar year next following the end of the Performance Period. Such Stock Units will be paid to you in shares of NCR common stock (such that one Stock Unit equals one share of NCR common stock) or, in NCR's sole discretion, in an amount of cash equal to the Fair Market Value (as defined in the plan) of such number of shares of NCR common stock as of the Vesting Date (or such earlier date upon which the Stock Units have become Vested pursuant to Section 6 of this Agreement), or a combination thereof.

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

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

Notwithstanding any provision in this Agreement to the contrary:

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

(ii) in the event a Change in Control occurs after the first anniversary of grant and this restricted stock unit award is not assumed, converted or replaced by the continuing entity, the Stock Units shall Vest immediately prior to the Change in Control (without regard to performance after the Change in Control or pro-ration) based on actual performance to date as of the last day of the month immediately preceding the month in which the Change in Control occurs, except that if the Change in Control occurs during the first five days of the month, then actual performance to date will be measured as of the last day of the month before the month immediately preceding the month in which the Change in Control occurs,

(iii) in the event of a Change in Control on or prior to the first anniversary of grant wherein this restricted stock unit award is assumed, the Stock Units shall be converted to a time-based Stock Unit award that will Vest at the end of the Performance Period (without regard to performance or pro-ration) at the "Target" level, subject to your continued employment through the end of the Performance Period,

(iv) in the event of a Change in Control after the first anniversary of grant wherein this restricted stock unit award is assumed, the Stock Units shall be converted to a time-based Stock Unit award that will Vest at the end of the Performance Period (without regard to performance after the Change in Control or pro-ration) based on actual performance to date as of the last day of the month immediately preceding the month in which the Change in Control occurs, except that if the Change in Control occurs during the first five days of the month, then actual performance to date will be measured as of the last day of the month before the month immediately preceding the month in which the Change in Control occurs, subject to your continued employment through the end of the Performance Period, and

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

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

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

Notwithstanding the foregoing, if Vested Stock Units become payable as a result of your “separation from service” within the meaning of Section 409A of the Code (other than as a result of death), and you are a “specified employee” as determined under NCR’s policy for determining specified employees on the date of separation from service, the Stock Units shall instead be paid on the first business day after the date that is six months following your “separation from service” within the meaning of Section 409A of the Code. NCR may, in its sole discretion and to the extent permitted by Treasury Regulation § 1.409A-3(j)(4)(ix)(B), terminate this Agreement and pay all outstanding Stock Units to you within 30 days before or 12 months after a “change in the ownership,” a “change in the effective control” or a “change in the ownership of a substantial portion of the assets” of NCR within the meaning of Section 409A of the Code.

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

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

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

10. Any cash dividends declared before your Vesting Date on the shares underlying the Stock Units shall not be paid currently, but shall be converted into additional Stock Units. Any Stock Units resulting from such conversion (the "Dividend Units") will be considered Stock Units for purposes of this Agreement and will be subject to all of the terms, conditions and restrictions set forth herein. As of each date that NCR would otherwise pay the declared dividend on the shares underlying the Stock Units (the "Dividend Payment Date") in the absence of the reinvestment requirements of this Section 10, the number of Dividend Units will be determined by dividing the amount of dividends otherwise attributable to the Stock Units but not paid on the Dividend Payment Date by the Fair Market Value of NCR's common stock on the Dividend Payment Date.

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

12. In exchange for the Stock Units, you agree that during your employment with NCR and for a twelve (12) month period after the termination of employment (or if applicable law mandates a maximum time that is shorter than twelve (12) months, then for a period of time equal to that shorter maximum period), regardless of the reason for termination, you will not, yourself or through others, without the prior written consent of the Chief Executive Officer of NCR: (a) render services directly or indirectly to, or become employed by, any Competing Organization (as defined in this Section 12) to the extent such services or employment involves the development, manufacture, marketing, advertising, sale or servicing of any product, process, system or service which is the same or similar to, or competes with, a product, process, system or service manufactured, sold, serviced or otherwise provided by NCR, its subsidiaries or affiliates, to its customers and upon which you worked or in which you participated during the last two (2) years of your NCR employment; (b) directly or indirectly recruit, hire, solicit or induce, or attempt to induce, any exempt employee of NCR, its subsidiaries or affiliates, to terminate his or

her employment with NCR, its subsidiaries or affiliates, or otherwise cease his or her relationship with NCR, its subsidiaries or affiliates; or (c) solicit the business of any firm or company with which you worked during the preceding two (2) years while employed by NCR, including customers of NCR, its subsidiaries or affiliates. If you breach the terms of this Section 12, you agree that in addition to any liability you may have for damages arising from such breach, any unvested Stock Units will be immediately forfeited, and you will pay to NCR the Fair Market Value of any Stock Units that Vested or cash paid to you in lieu of such Stock Units that were issued during the twelve (12) months prior to the date of termination of your employment. Such Fair Market Value shall be determined as of your Vesting Date. If you breach the terms of this Section 12 prior to the end of the Performance Period but after your employment terminates due to the circumstances described in the first paragraph of Section 6, your award will be forfeited and you will not receive a pro rata portion of the Stock Units.

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

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

Notwithstanding the preceding subparagraph, you acknowledge that if you breach Section 12, NCR will sustain irreparable injury and will not have an adequate remedy at law. As a result, you agree that in the event of your breach of Section 12, NCR may, in addition to any other remedies available to it, bring an action in a court of competent jurisdiction for equitable

relief to preserve the status quo pending appointment of an arbitrator and completion of an arbitration. You stipulate to the exclusive jurisdiction and venue of the state and federal courts located in Montgomery County, Ohio, the location from which NCR's equity programs are administered, for any such proceedings.

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

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

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

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

**2009 Stock Option Agreement
NCR 2006 Stock Incentive Plan
(Non-Statutory Stock Option)**

You have been granted an option (the "Option") under the 2006 Stock Incentive Plan (the "Plan") of NCR Corporation ("NCR") to purchase from NCR a number of shares of common stock of NCR ("Shares") at the price per Share as described on the stock option information page on the website of NCR's third party Plan administrator, subject to the terms and conditions of this 2009 Stock Option Agreement (this "Agreement") and the Plan.

1. Your right to exercise this Option will expire on the tenth (10th) anniversary (the "Expiration Date") of the date of grant of this Option (the "Grant Date"), unless sooner terminated due to the termination of your employment as described below. If the Expiration Date falls on a Saturday, Sunday or holiday, it will be deemed to occur on the next following business day.

2. This Option will vest, and the vested shares ("Option Shares") may be exercised, in equal annual installments (subject to mathematical rounding performed by NCR's third party Plan administrator) over the four year period commencing on the Grant Date, such that all of the shares represented by this Option shall be vested on the fourth anniversary of the Grant Date. This vesting schedule is contingent upon your continuous employment with NCR or any of its affiliate companies (collectively referred to in this Agreement as "NCR") as of and until each of the vesting dates. In the event your employment with NCR terminates prior to the fourth (4th) anniversary of the Grant Date, except as otherwise provided below, this Option will terminate with respect to the then unvested portions.

3. This Option will vest in full if you (a) die while actively employed by NCR, or (b) cease to be actively employed by NCR as a result of a disability for which you qualify for benefits from the NCR Long-Term Disability Plan or another long-term disability plan sponsored by NCR ("Disability"). In such cases, if you, on the date of death or Disability, have not yet attained the age of 55, this Option may be exercised until the later of the one (1) year anniversary of the date of death or Disability or the Expiration Date. If death or Disability occurs on or after your attainment of age 55, this Option may be exercised until the later of the third (3rd) anniversary of the date of death or Disability or the Expiration Date.

4. If you voluntarily terminate employment with NCR due to Retirement (as defined in this Section 4), the unvested portion of this Option will terminate and be forfeited, and the vested portion may be exercised until the earlier of (a) the third (3rd) anniversary of your Retirement, and (b) the Expiration Date. For purposes of this Agreement, "Retirement" means termination by you of employment at or after age 55 other than, if applicable to you, for Good Reason (as described below) following a Change in Control (as defined in the Plan).

5. Notwithstanding any provision in this Agreement to the contrary, in the event a Change in Control occurs and this Option award is not assumed, converted or replaced by the continuing entity, the Option shall vest immediately prior to the Change in Control. In the event

of a Change in Control wherein this Option award is assumed, if a Termination of Employment (as defined in the Plan) by the Company other than for Cause or Disability (as such terms are defined in the Plan) occurs during the twenty-four (24) months following the Change in Control, this Option shall vest in full immediately upon your Termination of Employment, and the Option shall remain exercisable until the later of (a) the earlier of the one (1) year anniversary of your Termination of Employment and the Expiration Date, and (b) the applicable date determined under Sections 3 and 4 above. If you are a participant in the NCR Change in Control Severance Plan, an NCR Severance Policy or a similar arrangement that defines "Good Reason" in the context of a resignation following a Change in Control and you terminate your employment for Good Reason as so defined within twenty-four (24) months following a Change in Control, this Option shall vest immediately upon your Termination of Employment, and the Option Shares shall remain exercisable until the earlier of (a) the Expiration Date, and (b) the first anniversary of your Termination of Employment.

6. If your NCR employment is involuntarily terminated for Cause (as defined in the Plan) at any time, this Option will automatically terminate and all unexercised vested and unvested Option Shares will be forfeited and will not be exercisable as of the date of such termination.

7. If you terminate your employment with NCR for any other reason, including but not limited to reduction-in-force, this Option will automatically terminate, any unvested Option Shares will be forfeited and the vested portion of this Option may be exercised no later than the earlier of (a) the 59th day after the date of termination of your employment, and (b) the Expiration Date.

8. In the event that you die after your termination of employment by NCR, but while this Option remains exercisable, this Option may be exercised, by your beneficiary or heir, until the one (1) year anniversary of the date of your death, regardless of the Expiration Date.

9. By accepting this award, except to the extent that disclosure is required by applicable law or regulation, you agree to keep this Agreement confidential and not to disclose its contents to anyone except your attorney, your immediate family, or your financial consultant provided such persons agree in advance to keep such information confidential and not to disclose it to others. The Option will be forfeited if you violate the terms of this Section 9.

10. In the event of a stock dividend, stock split, reverse stock split, separation, spinoff, reorganization, extra-ordinary dividend of cash or other property, share combination, or recapitalization or similar event affecting the capital structure of NCR, the Compensation and Human Resource Committee of the NCR Board of Directors (the "Committee") or the Board of Directors of NCR shall make such substitutions or adjustments as it deems appropriate and equitable to the number and kind of securities subject to outstanding awards. In the case of Corporate Transactions (as defined in the Plan), such adjustments may include, without limitation, (1) the cancellation of outstanding awards in exchange for payments of cash, property or a combination thereof having an aggregate value equal to the value of such awards, as determined by the Committee or the Board of Directors of NCR in its sole discretion, *provided*, that in the event of the cancellation of such awards pursuant to this clause (1), the awards shall Vest in full immediately prior to the consummation of such Corporate Transaction; (2) the

substitution of other property (including, without limitation, cash or other securities of NCR and securities of entities other than NCR) for the Options subject to outstanding awards; and (3) in connection with any Disaffiliation (as defined in the Plan), arranging for the assumption of awards, or replacement of awards with new awards based on other property or other securities (including, without limitation, other securities of NCR and securities of entities other than NCR), by the affected Subsidiary, Affiliate (as such terms are defined in the Plan), or division or by the entity that controls such Subsidiary, Affiliate, or division following such Disaffiliation (as well as any corresponding adjustments to awards that remain based upon NCR securities).

Notwithstanding the foregoing, any adjustment, substitution or assumption pursuant to this Section 10 shall be made in such a manner as to ensure that the Options will not be subject to Section 409A of the Internal Revenue Code of 1986, as amended (the "Code").

11. This Option will be cancelled if the Committee determines that you engaged in misconduct in connection with your employment with NCR.

12. This Option shall be exercised in accordance with procedures established by the administrator of NCR's stock option program, including broker-assisted cashless exercises. In countries where deemed mandatory, upon exercise, the purchase price will be paid by simultaneous sale of the Option Shares exercised, in such a manner that NCR is not subject to taxation upon grant of the option award. Any taxes required by law to be withheld or paid with respect to exercise of this Option shall be deducted from the proceeds of the Option exercise. If NCR or the administrator of the stock option program is unable to withhold required taxes from the proceeds of the Option exercise, you or your legal representative or beneficiary will be required to pay such amounts, and NCR may take any action necessary to satisfy such obligation, including but not limited to withholding cash from compensation otherwise due to you or your beneficiary, or withholding from the Option Shares exercised such numbers of Option Shares as it, in its sole discretion, shall determine to be required to satisfy such withholding requirements; provided, however, that withholding of Option Shares will be limited to the amount necessary to satisfy the minimum required taxes.

13. Within a reasonable period after any vested portion of this Option is exercised, NCR will instruct its Transfer Agent and/or third party Plan administrator to credit you or your successor with the number of Option Shares you exercised. Neither you nor your legal representative shall be, or have any of the rights and privileges of, a stockholder of NCR in respect of any Shares purchasable upon the exercise of this Option, in whole or in part, unless and until NCR credits you with, or causes a credit to you of, such Option Shares.

14. This Option is not transferable by you other than by beneficiary designation, will or the laws of descent and distribution, and during your lifetime this Option may be exercised only by you or your guardian or legal representative.

15. You may designate one or more beneficiaries to receive all or part of this Option in case of your death, and you may change or revoke such designation at any time. In the event of your death, any portion of this Option that is subject to such a designation will be distributed to such beneficiary or beneficiaries in accordance with this Agreement. Any other portion of this Option not designated by you shall be distributable to your estate. If there is any question as to

the legal right of any beneficiary to receive a distribution hereunder, the Option Shares in question may be purchased by and distributed to your estate, in which event NCR shall have no further liability to anyone with respect to such Option Shares.

16. In exchange for this Option, you agree that during your employment with NCR and for a twelve (12) month period after termination of your NCR employment (or if applicable law mandates a maximum time that is shorter than twelve (12) months, then for a period of time equal to that shorter maximum period), regardless of the reason for termination, you will not, yourself or through others, without the prior written consent of the Chief Executive Officer of NCR, (a) render services directly or indirectly to, or become employed by, any Competing Organization (as defined in this Section 16) to the extent such services or employment involves the development, manufacture, marketing, advertising, sale or servicing of any product, process, system or service which is the same or similar to, or competes with, a product, process, system or service manufactured, sold, serviced or otherwise provided by NCR, its subsidiaries or affiliates, to its customers and upon which you worked or in which you participated during the last two (2) years of your NCR employment; (b) directly or indirectly recruit, hire, solicit or induce, or attempt to induce, any exempt employee of NCR, its subsidiaries or affiliates, to terminate his or her employment with NCR, its subsidiaries or affiliates, or otherwise cease his or her relationship with NCR, its subsidiaries or affiliates; or (c) solicit the business of any firm or company with which you worked during the preceding two (2) years while employed by NCR, including customers of NCR, its subsidiaries or affiliates. If you breach the terms of this Section 16, you agree that in addition to any liability you may have for damages arising from such breach, this Option will be immediately cancelled, all vested and unexercised Option Shares shall be forfeited, and you will pay to NCR the difference between the exercise price and the Fair Market Value on the date of exercise of any Option Shares received in connection with the exercise of this Option on or after the date which is twelve (12) months prior to the date of termination of your employment.

As used in this Section 16, "Competing Organization" means an organization identified as a Competing Organization by the Chief Executive Officer of NCR for the year in which your employment with NCR terminates, and any other person or organization which is engaged in or about to become engaged in research on or development, production, marketing, leasing, selling or servicing of a product, process, system or service which is the same or similar to or competes with a product, process, system or service manufactured, sold, serviced or otherwise provided by NCR to its customers. The list of Competing Organizations identified by the Chief Executive Officer is maintained by the NCR Law Department.

17. By accepting this Option, you agree that, where permitted by local law, any controversy or claim arising out of or related to this Agreement or your employment relationship with NCR shall be resolved by arbitration. If you are employed in the United States, the arbitration shall be pursuant to the NCR dispute resolution policy and the then current rules of the American Arbitration Association and shall be held at a neutral location, in or near the city where you work or have worked for NCR if you reported into an NCR facility; or if you worked out of your residence, the capital city or nearest major city in the state in which you reside. If you are employed outside the United States, where permitted by local law, the arbitration shall be conducted in the regional headquarters city of the business organization in which you work. The arbitration shall be held before a single arbitrator who is an attorney knowledgeable in

employment law. The arbitrator's decision and award shall be final and binding and may be entered in any court having jurisdiction. For arbitrations held in the United States, issues of arbitrability shall be determined in accordance with the federal substantive and procedural laws relating to arbitration; all other aspects shall be interpreted in accordance with the laws of the State of Ohio. Each party shall bear its own attorney's fees associated with the arbitration and other costs and expenses of the arbitration shall be borne as provided by the rules of the American Arbitration Association for an arbitration held in the United States, or similar applicable rules for an arbitration held outside the United States. If any portion of this paragraph is held to be unenforceable, it shall be severed and shall not affect either the duty to arbitrate or any other part of this paragraph. Notwithstanding the preceding subparagraph, you acknowledge that if you breach Section 16, NCR will sustain irreparable injury and will not have an adequate remedy at law. As a result, you agree that in the event of your breach of Section 16 NCR may, in addition to any other remedies available to it, bring an action in a court of competent jurisdiction for equitable relief to preserve the status quo pending appointment of an arbitrator and completion of an arbitration. You stipulate to the exclusive jurisdiction and venue of the state and federal courts located in Montgomery County, Ohio, the location from which NCR's Option program is administered, for any such proceedings.

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

19. The terms of this Option as evidenced by this Agreement may be amended by the NCR Board of Directors or the Committee at any time.

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