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

FORM 10-Q

(Mark One)

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

For the quarterly period ended September 30, 2026

or

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

For the transition period from _____ to _____

Commission File Number: 001-00395

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

Maryland	**31-0387920**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**

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

Registrant's telephone number, including area code: (800) 225-5627

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value $0.01 per share	VYX	New York Stock Exchange

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

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

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

Large accelerated filer ☑	Accelerated filer ☐
Non-accelerated filer ☐	Smaller reporting company ☐
	Emerging growth company ☐

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

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

As of October 29, 2026, there were approximately 135,860,309 shares of the registrant's common stock issued and outstanding.

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Part I. Financial Information

Item 1. FINANCIAL STATEMENTS

NCR Voyix Corporation
Condensed Consolidated Statements of Operations (Unaudited)

	Three months ended September 30		Nine months ended September 30	
In millions, except per share amounts	**2026**	**2025**	**2026**	**2025**
Product revenue	**$ 35**	$ 198	**$ 211**	$ 535
Service revenue	**504**	479	**1,457**	1,414
Total revenue	**539**	677	**1,668**	1,949
Cost of products	**29**	167	**192**	481
Cost of services	**333**	346	**1,013**	1,020
Selling, general and administrative expenses	**104**	110	**326**	330
Research and development expenses	**31**	40	**100**	112
Total operating expenses	**497**	663	**1,631**	1,943
Income (loss) from operations	**42**	14	**37**	6
Interest expense	**(16)**	(15)	**(46)**	(44)
Other income (expense), net	**(5)**	(23)	**(13)**	(18)
Income (loss) from continuing operations before income taxes	**21**	(24)	**(22)**	(56)
Income tax expense (benefit)	**7**	(6)	**(33)**	(17)
Income (loss) from continuing operations	**14**	(18)	**11**	(39)
Income (loss) from discontinued operations, net of tax	**10**	(1)	**10**	3
Net income (loss) attributable to NCR Voyix	**$ 24**	$ (19)	**$ 21**	$ (36)
Amounts attributable to NCR Voyix common stockholders:				
Income (loss) from continuing operations	**$ 14**	$ (18)	**$ 11**	$ (39)
Series A convertible preferred stock dividends	**(3)**	(3)	**(9)**	(11)
Income (loss) from continuing operations attributable to NCR Voyix common stockholders	**11**	(21)	**2**	(50)
Income (loss) from discontinued operations, net of tax attributable to NCR Voyix common stockholders	**10**	(1)	**10**	3
Net income (loss) attributable to NCR Voyix common stockholders	**$ 21**	$ (22)	**$ 12**	$ (47)
Income (loss) per share attributable to NCR Voyix common stockholders:				
Income (loss) per common share from continuing operations				
Basic	**$ 0.08**	$ (0.15)	**$ 0.01**	$ (0.36)
Diluted	**$ 0.08**	$ (0.15)	**$ 0.01**	$ (0.36)
Net income (loss) per common share				
Basic	**$ 0.15**	$ (0.16)	**$ 0.09**	$ (0.34)
Diluted	**$ 0.15**	$ (0.16)	**$ 0.09**	$ (0.34)
Weighted average common shares outstanding				
Basic	**137.9**	138.2	**138.3**	138.6
Diluted	**139.8**	138.2	**140.0**	138.6

See Notes to Condensed Consolidated Financial Statements.

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

In millions	Three months ended September 30		Nine months ended September 30	
	2026	2025	2026	2025
Net income (loss)	**$ 24**	$ (19)	**$ 21**	$ (36)
Other comprehensive income (loss):				
Currency translation adjustments				
Currency translation gains (loss)	**2**	(7)	**(10)**	7
Other comprehensive income (loss)	**2**	(7)	**(10)**	7
Comprehensive income (loss) attributable to NCR Voyix common stockholders	**$ 26**	$ (26)	**$ 11**	$ (29)

See Notes to Condensed Consolidated Financial Statements.

NCR Voyix Corporation
Condensed Consolidated Balance Sheets (Unaudited)

In millions, except per share amounts	September 30, 2026	December 31, 2025
Assets		
Current assets		
Cash and cash equivalents	**$ 275**	$ 231
Accounts receivable, net of allowances of $17 and $21 as of September 30, 2026 and December 31, 2025, respectively	**410**	470
Inventories	**121**	217
Restricted cash, current	**7**	8
Prepaid and other current assets	**263**	176
Current assets of discontinued operations	**—**	1
Total current assets	**1,076**	1,103
Property, plant and equipment, net	**162**	174
Goodwill	**1,519**	1,520
Intangibles, net	**63**	83
Operating lease assets	**196**	208
Prepaid pension cost	**51**	50
Deferred income taxes	**179**	185
Other assets	**527**	598
Total assets	**$ 3,773**	$ 3,921
Liabilities and stockholders' equity (deficit)		
Current liabilities		
Accounts payable	**$ 370**	$ 346
Payroll and benefits liabilities	**114**	97
Contract liabilities	**172**	199
Settlement liabilities	**9**	10
Other current liabilities	**307**	409
Current liabilities of discontinued operations	**—**	4
Total current liabilities	**972**	1,065
Long-term debt	**1,101**	1,100
Pension and indemnity plan liabilities	**126**	136
Postretirement and postemployment benefits liabilities	**37**	32
Income tax accruals	**41**	51
Operating lease liabilities	**206**	226
Other liabilities	**131**	156
Total liabilities	**2,614**	2,766
Commitments and Contingencies (Note 9)		
Series A convertible preferred stock: par value $0.01 per share, 3.0 shares authorized, 0.2 shares issued and outstanding as of September 30, 2026 and December 31, 2025; redemption amount and liquidation preference of $207 as of September 30, 2026 and December 31, 2025	**207**	207
Stockholders' equity (deficit)		
NCR Voyix stockholders' equity (deficit)		
Preferred stock: par value $0.01 per share, 100.0 shares authorized, no shares issued and outstanding as of September 30, 2026 and December 31, 2025	**—**	—
Common stock: par value $0.01 per share, 500.0 shares authorized, 137.0 and 138.1 shares issued and outstanding as of September 30, 2026 and December 31, 2025, respectively	**1**	1
Paid-in capital	**829**	827
Retained earnings (deficit)	**571**	559
Accumulated other comprehensive income (loss)	**(449)**	(439)
Total NCR Voyix stockholders' equity (deficit)	**952**	948
Noncontrolling interests in subsidiaries	**—**	—
Total stockholders' equity (deficit)	**952**	948
Total liabilities and stockholders' equity (deficit)	**$ 3,773**	$ 3,921

See Notes to Condensed Consolidated Financial Statements.

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

In millions	Nine months ended September 30 2026	2025
Operating activities		
Net income (loss)	**$ 21**	$ (36)
Adjustments to reconcile net income (loss) to net cash provided by (used in) operating activities:		
Depreciation and amortization	**159**	173
Stock-based compensation expense	**29**	26
Deferred income taxes	**6**	10
Impairment of other assets	**4**	—
Loss (gain) on disposal of property, plant and equipment and other assets, net	**6**	(3)
Loss (gain) on divestiture	**(32)**	(2)
Changes in assets and liabilities:		
Receivables	**62**	(24)
Inventories	**(43)**	(26)
Current payables and accrued expenses	**38**	13
Contract liabilities	**(30)**	(11)
Employee benefit plans	**(21)**	23
Other assets and liabilities	**(123)**	(413)
Net cash provided by (used in) operating activities	**$ 76**	$ (270)
Investing activities		
Capital expenditures	**(114)**	(119)
Proceeds from divestiture, net	**32**	4
Collections on purchased trade receivables	**1**	8
Collections on non-operating receivables	**95**	—
Sale (purchase) of intangible assets	**3**	(3)
Net cash provided by (used in) investing activities	**$ 17**	$ (110)
Financing activities		
Payments on revolving credit facilities	**(177)**	(68)
Borrowings on revolving credit facilities	**177**	68
Cash dividend paid for Series A preferred shares dividends	**(9)**	(11)
Repurchases of common stock	**(28)**	(69)
Proceeds from employee stock plans	**6**	7
Tax withholding payments on behalf of employees	**(5)**	(7)
Principal payments for finance lease obligations	**(15)**	(10)
Net cash provided by (used in) financing activities	**$ (51)**	$ (90)
Effect of exchange rate changes on cash, cash equivalents and restricted cash	**—**	4
Increase (decrease) in cash, cash equivalents, and restricted cash	**$ 42**	$ (466)
Cash, cash equivalents and restricted cash at beginning of period	**243**	758
Cash, cash equivalents and restricted cash at end of period	**$ 285**	$ 292

See Notes to Condensed Consolidated Financial Statements.

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

	NCR Voyix Stockholders						
	Common Stock						
In millions	Shares	Amount	Paid-in Capital	Retained Earnings (Deficit)	Accumulated Other Comprehensive Income (Loss)	Non-Redeemable Noncontrolling Interests in Subsidiaries	Total
December 31, 2025	**138**	**$ 1**	**$ 827**	**$ 559**	**$ (439)**	**$ —**	**$ 948**
Comprehensive income:							
Net income (loss)	—	—	—	(5)	—	—	(5)
Other comprehensive income (loss)	—	—	—	—	(9)	—	(9)
Total comprehensive income (loss)	—	—	—	(5)	(9)	—	(14)
Employee stock purchase and stock compensation plans	2	—	6	—	—	—	6
Series A convertible preferred stock dividends	—	—	—	(3)	—	—	(3)
Repurchase of NCR Voyix common stock	(1)	—	(9)	—	—	—	(9)
March 31, 2026	**139**	**$ 1**	**$ 824**	**$ 551**	**$ (448)**	**$ —**	**$ 928**
Comprehensive income:							
Net income (loss)	—	—	—	2	—	—	2
Other comprehensive income (loss)	—	—	—	—	(3)	—	(3)
Total comprehensive income (loss)	—	—	—	2	(3)	—	(1)
Employee stock purchase and stock compensation plans	1	—	13	—	—	—	13
Series A convertible preferred stock dividends	—	—	—	(3)	—	—	(3)
Repurchase of NCR Voyix common stock	(2)		(11)	—	—	—	(11)
June 30, 2026	**138**	**$ 1**	**$ 826**	**$ 550**	**$ (451)**	**$ —**	**$ 926**
Comprehensive income:							
Net income (loss)	—	—	—	24	—	—	24
Other comprehensive income (loss)	—	—	—	—	2	—	2
Total comprehensive income (loss)	—	—	—	24	2	—	26
Employee stock purchase and stock compensation plans	—	—	11	—	—	—	11
Series A convertible preferred stock dividends	—	—	—	(3)	—	—	(3)
Repurchase of NCR Voyix common stock	(1)	—	(8)	—	—	—	(8)
September 30, 2026	**137**	**$ 1**	**$ 829**	**$ 571**	**$ (449)**	**$ —**	**$ 952**

In millions	NCR Voyix Stockholders						
	Common Stock						
	Shares	Amount	Paid-in Capital	Retained Earnings (Deficit)	Accumulated Other Comprehensive Income (Loss)	Non-Redeemable Noncontrolling Interests in Subsidiaries	Total
December 31, 2024	**142**	**$ 1**	**$ 866**	**$ 535**	**$ (469)**	**$ (2)**	**$ 931**
Comprehensive income:							
Net income (loss)	—	—	—	(17)	—	—	(17)
Other comprehensive income (loss)	—	—	—	—	4	—	4
Total comprehensive income (loss)	—	—	—	(17)	4	—	(13)
Employee stock purchase and stock compensation plans	1	—	5	—	—	—	5
Series A convertible preferred stock dividends	—	—	—	(4)	—	—	(4)
Spin-Off of NCR Atleos	—	—	—	(18)	16	2	—
Repurchase of NCR Voyix common stock	(5)	—	(62)	—	—	—	(62)
March 31, 2025	**138**	**$ 1**	**$ 809**	**$ 496**	**$ (449)**	**$ —**	**$ 857**
Comprehensive income:							
Net income (loss)	—	—	—	—	—	—	—
Other comprehensive income (loss)	—	—	—	—	10	—	10
Total comprehensive income (loss)	—	—	—	—	10	—	10
Employee stock purchase and stock compensation plans	1	—	11	—	—	—	11
Series A convertible preferred stock dividends	—	—	—	(4)	—	—	(4)
Repurchase of NCR Voyix common stock	(1)	—	(7)	—	—	—	(7)
June 30, 2025	**138**	**$ 1**	**$ 813**	**$ 492**	**$ (439)**	**$ —**	**$ 867**
Comprehensive income:							
Net income (loss)	—	—	—	(19)	—	—	(19)
Other comprehensive income (loss)	—	—	—	—	(7)	—	(7)
Total comprehensive income (loss)	—	—	—	(19)	(7)	—	(26)
Employee stock purchase and stock compensation plans	—	—	10	—	—	—	10
Series A convertible preferred stock dividends	—	—	—	(3)	—	—	(3)
September 30, 2025	**138**	**$ 1**	**$ 823**	**$ 470**	**$ (446)**	**$ —**	**$ 848**

See Notes to Condensed Consolidated Financial Statements.

NCR Voyix Corporation

Notes to Condensed Consolidated Financial Statements (Unaudited)

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1. BASIS OF PRESENTATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accompanying Condensed Consolidated Financial Statements have been prepared by NCR Voyix Corporation ("NCR Voyix", the "Company", "we" or "us") without audit pursuant to the rules and regulations of the U.S. Securities and Exchange Commission ("SEC") and, in the opinion of management, include all adjustments (consisting of normal, recurring adjustments, unless otherwise disclosed) necessary for a fair statement of the condensed consolidated results of operations, financial position, and cash flows for each period presented. The consolidated results for the interim periods are not necessarily indicative of results to be expected for the full year. The 2025 year-end Condensed Consolidated Balance Sheet was derived from audited financial statements, but does not include all disclosures required by accounting principles generally accepted in the United States ("GAAP"). These financial statements should be read in conjunction with the Company's Annual Report on Form 10-K for the year ended December 31, 2025.

Spin-off of NCR Atleos On October 16, 2023, we completed the spin-off of our ATM-focused business, including our self-service banking, payments & network, and telecommunications and technology businesses, into an independent publicly traded company, NCR Atleos Corporation and its consolidated subsidiaries (collectively hereinafter "NCR Atleos"). The spin-off of NCR Atleos (the "Spin-Off") was effectuated through a pro rata distribution of all outstanding shares of NCR Atleos common stock to holders of our common stock as of the close of business on October 2, 2023 (the "record date"). We distributed one share of NCR Atleos common stock for every two common shares of our outstanding common stock as of the record date. Shareholders received cash in lieu of fractional shares of NCR Atleos common stock. The Spin-Off is expected to qualify as a tax-free distribution for U.S. federal income tax purposes. The Company retains no ownership interest in NCR Atleos. The accounting requirements for reporting the Spin-Off of NCR Atleos as a discontinued operation were met when the separation was completed. Accordingly, the financial results for NCR Atleos are presented as net income (loss) from discontinued operations, net of tax on the Condensed Consolidated Statements of Operations. Refer to Note 2, "Discontinued Operations" for additional information.

We entered into various agreements with NCR Atleos to effectuate the Spin-Off, and to provide a framework for the relationship between the Company and NCR Atleos after the Spin-Off. Such agreements include the separation and distribution agreement, as well as the following ongoing agreements: a tax matters agreement, employee matters agreement, patent and technology cross-license agreement, trademark license and use agreement, master services agreement and various other transaction agreements. While many of the performance obligations of the Company and NCR Atleos have been satisfied or have otherwise expired, we continue to provide certain limited services to NCR Atleos and receive certain limited services from NCR Atleos pursuant to the terms of the master services agreement.

Sale of Digital Banking On September 30, 2024, the Company completed the sale of its Digital Banking segment businesses (the "Digital Banking Sale") to an affiliate of The Veritas Capital Fund VIII, L.P. (the "Buyer"). The purchase price for the transaction was $2.45 billion in cash, subject to a post-closing adjustment, as well as contingent consideration of up to an additional $100 million in cash upon the achievement of a specified return on the Buyer's invested capital at the time of any future sale. The Company records contingent consideration at fair value based on the consideration expected to be transferred, which was estimated to be zero as of September 30, 2026. The accounting requirements for reporting the Digital Banking Sale as a discontinued operation were met when the definitive agreement was signed. In connection with the Digital Banking Sale, the Company and the Buyer entered into certain agreements, including a transition services agreement, providing for the performance of certain services by the Company for the benefit of the Buyer for a period of time after the Digital Banking Sale.

Transition of Hardware Business to ODM Model In August 2024, the Company entered into a commercial agreement with Ennoconn Corporation ("Ennoconn") to transition its self-checkout and point-of-sale hardware business to an outsourced design and manufacturing model, including the sale of certain related assets (the "Hardware Business Transition"). Under the agreement, beginning April 1, 2026, Ennoconn is primarily responsible for hardware sold to the Company's customers, including the design, manufacture, warranty, supply, and direct shipment of self-checkout and point-of-sale hardware. The Company continues to provide its point-of-sale and self-checkout software, as well as key support and maintenance services. Effective April 1, 2026, the Company acts as an agent in the sale of hardware under its commercial arrangement with Ennoconn. The Company determined that it does not control the hardware before it is transferred to the customer and therefore acts as an agent in the transaction. Accordingly, under ASC 606, revenue is recognized on a net basis in an amount equal to the commission or fee the Company expects to receive for arranging for the hardware to be provided to the customer. Revenue is recognized when control of the hardware transfers to the customer, generally upon shipment or delivery, and is presented within Service revenue.

During the three and nine months ended September 30, 2026, the Company sold inventory to Ennoconn as part of the Hardware Business Transition and recorded no loss and a loss of $15 million, respectively, in Other income (expense), net in the Condensed Consolidated Statements of Operations. Under ASC 610-20, the inventory sale resulted in the recognition of a receivable within Prepaid and other current assets in the Condensed Consolidated Balance Sheets, with subsequent cash collections reflected as investing cash inflows in the Condensed Consolidated Statements of Cash Flows.

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

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

Evaluation of Subsequent Events The Company evaluated subsequent events through the date that our Condensed Consolidated Financial Statements were issued. Other than the items discussed within the Notes to the Condensed Consolidated Financial Statements, no matters were identified that required adjustment to the Condensed Consolidated Financial Statements or additional disclosure.

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

Cyber ransomware incident In April 2023, the Company determined that a single data center outage was caused by a cyber ransomware incident and, in connection with this incident, the Company has incurred a cumulative $47 million of expenses as of September 30, 2026. The incident impacted operations for some customers and only with respect to specific Aloha cloud-based services and Counterpoint and did not impact any financial reporting systems. The Company has recovered $37 million as of September 30, 2026. While the Company may incur additional costs and expenses in the future, the Company does not anticipate that future expenses or costs incurred will have a material adverse effect on our business, operations or financial condition.

ACH Disbursements In February 2024, the Company identified fraudulent automated clearing house ("ACH") disbursements from a Company bank account. The cumulative amount of these disbursements totaled $34 million. As of September 30, 2026, the Company has recovered approximately $16 million of fraudulent disbursements from the Company's banks.

Repurchases of Common Stock In May 2025, the Board approved an amended and restated share repurchase program (the "Repurchase Program"), with no expiration from the date of authorization, that provided for a total aggregate repurchase authority of $200 million, to repurchase shares of the Company's common stock and Series A preferred stock. Taking into account prior repurchases under the Repurchase Program, on February 12, 2026, the Board amended the Repurchase Program

to add an incremental $178 million of repurchase authority under the program, which brought the total remaining aggregate repurchase authority under the program at the time to $300 million. During the nine months ended September 30, 2026, the Company repurchased $28 million of common stock under the Repurchase Program.

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

In millions	Balance Sheet Location	September 30 2026	2025
Cash and cash equivalents	Cash and cash equivalents	**$ 275**	$ 282
Short term restricted cash	Restricted cash, current	**3**	3
Long term restricted cash	Other assets	**3**	4
Cash included in settlement processing assets	Restricted cash, current	**4**	3
Total cash, cash equivalents and restricted cash		**$ 285**	$ 292

Supplemental Cash Flow Information During the nine months ended September 30, 2026, the Company sold $127 million of inventory to Ennoconn as part of the Hardware Business Transition, recorded net receivables of $112 million and recorded a loss of $15 million from the sale. Cash collected on the net receivables during the nine months ended September 30, 2026 was $90 million as well as an additional $5 million in value-added tax recoveries, of which the total cash collected is reflected within “Collections on non-operating receivables” in the Condensed Consolidated Statements of Cash Flows.

Contract Assets and Liabilities The following table presents the net contract liability balances as of September 30, 2026 and December 31, 2025, respectively.

In millions	Location in the Condensed Consolidated Balance Sheet	September 30, 2026	December 31, 2025
Current portion of contract liabilities	Contract liabilities	**$ 172**	$ 199
Non-current portion of contract liabilities	Other liabilities	**$ 10**	$ 12

During the nine months ended September 30, 2026, the Company recognized $148 million in revenue that was included in contract liabilities as of December 31, 2025.

Remaining Performance Obligations Remaining performance obligations represent the revenue that has not yet been recognized, which includes deferred revenue and non-cancellable amounts that will be invoiced and recognized in future periods. As of September 30, 2026, the aggregate amount of the remaining performance obligations was approximately $1.2 billion. The Company expects to recognize revenue on more than three-quarters of the remaining performance obligations over the next 12 months, with the remainder recognized thereafter.

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

Capitalized Software Capitalized development costs for internal-use software and software that will be sold, leased or otherwise marketed were $309 million and $302 million as of September 30, 2026 and December 31, 2025, respectively, presented within Other assets on the Condensed Consolidated Balance Sheets. Capital expenditures related to capitalized software were $104 million and $100 million during the nine months ended September 30, 2026 and 2025, respectively.

Recent Accounting Pronouncements

Accounting Pronouncements Issued But Not Yet Adopted

In April 2026, the FASB issued ASU 2026-01, *Initial Measurement of Paid-in-Kind Dividends on Equity-Classified Preferred Stock*. This ASU requires that paid-in-kind dividends on equity-classified preferred stock be initially measured based on the dividend rate stated in the applicable preferred stock agreement and is intended to reduce diversity in practice in measuring such dividends. The guidance is effective for annual reporting periods beginning after December 15, 2026, including interim periods within those annual reporting periods, with early adoption permitted. The Company is currently evaluating the impact of this guidance on its consolidated financial statements.

In December 2025, the FASB issued ASU 2025-12, *Codification Improvements*. The amendments clarify, correct errors in and make improvements to various Topics within the FASB Accounting Standards Codification. The amendments are effective for annual reporting periods beginning after December 15, 2026, including interim periods within those annual reporting periods, with early adoption permitted. The Company is currently evaluating the impact that adoption of the amendments may have on its consolidated financial statements and related disclosures.

In December 2025, the FASB issued ASU 2025-11, *Interim Reporting (Topic 270): Narrow Scope Improvements.* The update improves the guidance in Topic 270, *Interim Reporting*, by improving the navigability of the required interim disclosures and clarifying when that guidance is applicable. The amendments in ASU 2025-11 are effective for interim reporting periods within annual reporting periods beginning after December 15, 2027, with early adoption permitted. The amendments can be applied either prospectively or retrospectively to any or all prior periods presented in the financial statements. The Company is currently evaluating the impact that the adoption of this guidance may have on its consolidated financial statements and related disclosures.

In September 2025, the FASB issued ASU 2025-06, *Intangibles - Goodwill and Other - Internal-Use Software (Topic 350): Targeted Improvements to the Accounting for Internal-Use Software.* This update revises the recognition guidance for internal-use software by eliminating the previous model based on software development stages and introducing a principles-based approach. Under the new guidance, capitalization begins when the Company has authorized and committed to funding the project, and it is probable that the software will be completed and used for its intended purpose. This ASU is effective for interim periods and fiscal years beginning after December 15, 2027. The amendment may be applied on a prospective, retrospective or modified retrospective basis. The Company is currently evaluating the provisions of the amendments and the impact on its future consolidated financial statements.

In November 2024, the FASB issued ASU 2024-03, *Income Statement – Reporting Comprehensive Income – Expense Disaggregation Disclosures (Topic 220): Disaggregation of Income Statement Expenses* and ASU 2025-01, *Income Statement - Reporting Comprehensive Income - Expense Disaggregation Disclosures (Topic 220): Clarifying the Effective Date*. This guidance requires additional disclosure of certain amounts included in the expense captions presented on the Statement of Operations as well as disclosures about selling expenses. This ASU is effective on a prospective basis, with the option for retrospective application, for annual periods beginning after December 15, 2026 and interim reporting periods within annual reporting periods beginning after December 15, 2027. The Company plans to adopt ASU 2025-01 and conform to the applicable disclosure when it becomes effective for the Annual Report on Form 10-K for the year ending December 31, 2027. Other than the new disclosure requirements, the Company does not expect that the adoption of this guidance will have a significant impact on its consolidated financial statements.

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

2. DISCONTINUED OPERATIONS

Spin-Off of NCR Atleos

On October 16, 2023, the Company completed the Spin-Off of NCR Atleos into an independent publicly traded company. Refer to Note 1, "Basis of Presentation and Summary of Significant Accounting Policies" for additional information regarding the Spin-Off. The historical results of NCR Atleos have been presented as discontinued operations. The Company's presentation of discontinued operations excludes general corporate overhead costs that did not meet the requirements to be presented as discontinued operations. As of March 31, 2025, all historical results of NCR Atleos have been presented as discontinued operations. There was no income or loss from discontinued operations related to the Spin-Off of NCR Atleos for the three and nine months ended September 30, 2025. No net cash was provided by or used in operating activities for discontinued operations related to the Spin-Off of NCR Atleos for the nine months ended September 30, 2025.

Japan Bank Technology Solutions Sale

On September 30, 2026, the Company completed the sale of its bank technology solutions business in Japan. The sale of the Japan bank technology solutions business is a continuation of the Company's strategic shift to exit the banking industry and focus on its core retail and restaurant segments. The Company recognized a pre-tax gain of approximately $32 million, which was recognized in Net income (loss) from discontinued operations.

The financial results for the Japan bank technology solutions business for the three and nine months ended September 30, 2026 and 2025 are presented as net income (loss) from discontinued operations, net of tax on the Condensed Consolidated Statements of Operations. The Company's presentation of discontinued operations excludes general corporate overhead costs that did not meet the requirements to be presented as discontinued operations. Income (loss) from discontinued operations, net of tax, related to the Japan bank technology solutions business was income of $22 million and $21 million for the three and nine months ended September 30, 2026, respectively, and income of $1 million and $3 million for the three and nine months ended September 30, 2025, respectively. Net liabilities of discontinued operations related to the Japan bank technology solutions business were $3 million as of December 31, 2025. Net cash provided by or used in operating activities of discontinued operations related to the Japan bank technology solutions business was $1 million of net cash used in operating activities and $4 million of net cash provided by operating activities for the nine months ended September 30, 2026 and 2025, respectively.

Environmental Matters

The costs and insurance recoveries relating to certain environmental obligations associated with discontinued operations, including those relating to the Fox River and Kalamazoo River matters, are presented in Income (loss) from discontinued operations, net of tax, in the Consolidated Statements of Operations. Income (loss) from discontinued operations, net of tax, related to environmental matters was loss of $12 million and $11 million for the three and nine months ended September 30, 2026, respectively, and loss of $2 million and no income or loss for the three and nine months ended September 30, 2025, respectively. Net cash provided by or used in operating activities of discontinued operations related to environmental obligations was $7 million and $17 million of net cash used in operating activities for the nine months ended September 30, 2026 and 2025, respectively. Refer to Note 9, "Commitments and Contingencies" for further information.

3. GOODWILL AND PURCHASED INTANGIBLE ASSETS

Goodwill by Segment The carrying amounts of goodwill by segment as of September 30, 2026 and December 31, 2025, respectively, are included in the table below. Foreign currency fluctuations are included within other adjustments.

	December 31, 2025						September 30, 2026		
In millions	Goodwill	Accumulated Impairment	Total	Additions	Impairment	Other	Goodwill	Accumulated Impairment	Total
Retail	$ 1,084	$ (34)	$ 1,050	$ —	$ —	$ (1)	**$ 1,083**	**$ (34)**	**$ 1,049**
Restaurants	493	(23)	470	—	—	—	**493**	**(23)**	**470**
Total goodwill	$ 1,577	$ (57)	$ 1,520	$ —	$ —	$ (1)	**$ 1,576**	**$ (57)**	**$ 1,519**

Identifiable Intangible Assets The Company's purchased intangible assets, reported in Intangibles, net in the Condensed Consolidated Balance Sheets, were specifically identified when acquired, and are deemed to have finite lives. The gross carrying amount and accumulated amortization for the Company's identifiable intangible assets were as set forth in the table below as of September 30, 2026 and December 31, 2025, respectively.

		September 30, 2026		December 31, 2025	
In millions	Amortization Period (in Years)	Gross Carrying Amount	Accumulated Amortization	Gross Carrying Amount	Accumulated Amortization
Identifiable intangible assets					
Reseller & customer relationships	1 - 20	**$ 322**	**$ (288)**	$ 322	$ (280)
Intellectual property	2 - 8	**360**	**(332)**	360	(320)
Tradenames	1 - 10	**63**	**(62)**	63	(62)
Total identifiable intangible assets		**$ 745**	**$ (682)**	$ 745	$ (662)

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

	Three months ended September 30		Nine months ended September 30	
In millions	2026	2025	2026	2025
Amortization expense	**$ 7**	$ 6	**$ 20**	$ 18

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

	For the years ended December 31					
In millions	Remainder of 2026	2027	2028	2029	2030	2031
Amortization expense	$ 5	$ 21	$ 11	$ 8	$ 7	$ 4

4. SEGMENT INFORMATION AND CONCENTRATIONS

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

- *Retail* - Our Retail segment serves enterprise and mid-market retailers primarily in the convenience & fuel, grocery, drug & mass merchandise, and department & specialty retail industry segments. We offer an end-to-end suite of unified commerce solutions, spanning across software, payments, installation and maintenance services, managed and professional services and hardware. These offerings are purpose-built to enable retailers to deliver the seamless experiences that customers have come to expect. Our SaaS solutions, powered by the Voyix Commerce Platform, include, among others, point-of-sale ("POS"), self-checkout ("SCO"), consumer marketing and loyalty, inventory and supply chain management, fraud and loss prevention, and consumer engagement.

- *Restaurants* - Our Restaurants segment serves restaurants and food service establishments of varying size, format and complexity, including, for example, quick-service, table-service, and fast-casual restaurants. We offer an end-to-end suite of unified commerce solutions, spanning across software, payments, installation and maintenance services, managed and professional services, and hardware. Our SaaS solutions for restaurants, powered by the Voyix Commerce Platform, include, among others, POS, consumer marketing and loyalty, inventory and kitchen management ordering, pay-at-table, menu management, and labor management.

Corporate and Other includes income and expenses related to corporate functions that are not specifically attributable to either of our two reportable segments along with certain non-strategic businesses comprising immaterial operating segments, as well as commercial agreements with NCR Atleos. As disclosed in Note 2, "Discontinued Operations", the Japan bank technology solutions business sale qualified as a discontinued operation during the nine months ended September 30, 2026, and all revenue and expenses directly related to the discontinued operation historically reported within Corporate and Other are presented in net income (loss) from discontinued operations, net of tax on the Condensed Consolidated Statements of Operations for all periods presented.

These segments represent components of the Company for which separate financial information is available that is utilized on a regular basis by the chief operating decision maker ("CODM"), the CEO. The CODM considers the budget-to-actual and forecast-to-actual variances for revenue and segment Adjusted EBITDA on a periodic basis in assessing segment performance and in allocating the Company's resources. Adjusted EBITDA is defined as GAAP net income (loss) from continuing operations attributable to NCR Voyix plus interest expense, net; plus income tax expense (benefit); plus depreciation and amortization (excluding acquisition-related amortization of intangibles); plus stock-based compensation expense; plus pension mark-to-market adjustments and other special items, including amortization of acquisition-related intangibles, acquisition-related costs, loss (gain) on disposal of businesses, loss (gain) on extinguishment of debt, separation-related costs, cyber ransomware incident recovery costs net of insurance recoveries, fraudulent ACH disbursements costs net of recoveries, foreign currency devaluation, transformation and restructuring charges (which includes integration, severance and other exit and disposal costs), strategic initiative costs and litigation costs, among others. The special items are considered non-operational in nature, so are excluded from the Adjusted EBITDA metric utilized by our CODM in evaluating segment performance and are separately delineated to reconcile back to total reported GAAP net income (loss) from continuing operations attributable to the Company.

Assets are not allocated to segments, and thus are not included in the assessment of segment performance. Consequently, we do not disclose total assets by reportable segment. The accounting policies used to determine the results of the operating segments are the same as those utilized for the condensed consolidated financial statements as a whole. Intersegment sales and transfers are not material.

The following table presents summarized financial information for the Company's reportable segments for the three months ended September 30, 2026:

In millions	Retail	Restaurants	Total
Revenue by Segment	**$ 377**	**$ 162**	**$ 539**
Other			**—**
Total Revenue			**$ 539**
Cost of Revenue	**220**	**62**	
Other segment items[1]	**50**	**27**	
Segment Adjusted EBITDA	**$ 107**	**$ 73**	**$ 180**

The following table presents summarized financial information for the Company's reportable segments for the three months ended September 30, 2025:

In millions	Retail	Restaurants	Total
Revenue by Segment	$ 467	$ 210	$ 677
Other			—
Total Revenue			$ 677
Cost of Revenue	321	103	
Other segment items[1]	56	33	
Segment Adjusted EBITDA	$ 90	$ 74	$ 164

The following table presents summarized financial information for the Company's reportable segments for the nine months ended September 30, 2026:

In millions	Retail	Restaurants	Total
Revenue by Segment	**$ 1,169**	**$ 499**	**$ 1,668**
Other			**—**
Total Revenue			**$ 1,668**
Cost of Revenue	**735**	**223**	
Other segment items[1]	**152**	**91**	
Segment Adjusted EBITDA	**$ 282**	**$ 185**	**$ 467**

The following table presents summarized financial information for the Company's reportable segments for the nine months ended September 30, 2025:

In millions	Retail	Restaurants	Total
Revenue by Segment	$ 1,341	$ 606	$ 1,947
Other			2
Total Revenue			$ 1,949
Cost of Revenue	944	307	
Other segment items[1]	161	98	
Segment Adjusted EBITDA	$ 236	$ 201	$ 437

[1]Other segment items primarily include selling, general and administrative expenses and research and development expenses.

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

	Three months ended September 30		Nine months ended September 30	
In millions	**2026**	**2025**	**2026**	**2025**
Segment Adjusted EBITDA	**$ 180**	$ 164	**$ 467**	$ 437
Corporate and other income and expenses not allocated to reportable segments	**60**	41	**171**	147
Depreciation and amortization	**46**	48	**139**	149
Acquisition-related amortization of intangibles	**7**	6	**20**	18
Interest expense	**16**	15	**46**	44
Interest income	**(1)**	—	**(2)**	(7)
Income tax expense (benefit)	**7**	(6)	**(33)**	(17)
Stock-based compensation expense	**10**	8	**29**	26
Transformation and restructuring costs[(1)]	**19**	47	**62**	84
Loss (gain) on disposal of businesses	**—**	(2)	**—**	(2)
Strategic initiatives[(2)]	**2**	3	**22**	12
Litigation costs[(3)]	**—**	22	**2**	22
Net income (loss) from continuing operations attributable to NCR Voyix	**$ 14**	$ (18)	**$ 11**	$ (39)

[(1)]Represents integration, severance, and other exit and disposal costs which are considered non-operational in nature.
[(2)]Represents professional fees related to strategic initiatives which are considered non-operational in nature, as well as certain costs incurred related to the Hardware Business Transition.
[(3)]Represents costs related to a certain litigation matter, net of expected indemnity recoveries from NCR Atleos, as discussed in Note 9, "Commitments and Contingencies".

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

	Three months ended September 30		Nine months ended September 30	
In millions	**2026**	**2025**	**2026**	**2025**
United States	**$ 348**	$ 424	**$ 1,057**	$ 1,209
Americas (excluding United States)	**30**	43	**102**	131
Europe, Middle East and Africa	**109**	152	**350**	437
Asia Pacific	**52**	58	**159**	172
Total revenue	**$ 539**	$ 677	**$ 1,668**	$ 1,949

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

	Three months ended September 30		Nine months ended September 30	
In millions	**2026**	**2025**	**2026**	**2025**
Recurring revenue[(1)]	**$ 428**	$ 422	**$ 1,282**	$ 1,247
All other products and services	**111**	255	**386**	702
Total revenue	**$ 539**	$ 677	**$ 1,668**	$ 1,949

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

5. DEBT OBLIGATIONS

The following table summarizes the Company's short-term borrowings and long-term debt as of September 30, 2026 and December 31, 2025, respectively:

In millions, except percentages	September 30, 2026 Amount	September 30, 2026 Weighted-Average Interest Rate	December 31, 2025 Amount	December 31, 2025 Weighted-Average Interest Rate
Short-Term Borrowings				
Current portion of Senior Secured Credit Facility[1]	**$ —**	**—%**	$ —	—%
Total short-term borrowings	**$ —**		$ —	
Long-Term Debt				
Senior Secured Credit Facility:				
Term loan facility[1]	**$ —**	**—%**	$ —	—%
Revolving credit facility[1]	**—**	**—%**	—	—%
Senior notes:				
5.000% Senior Notes due 2028	**650**		650	
5.125% Senior Notes due 2029	**403**		403	
5.250% Senior Notes due 2030	**52**		52	
Deferred financing fees	**(4)**		(5)	
Total long-term debt	**$ 1,101**		$ 1,100	

[1]Interest rates are weighted-average interest rates as of September 30, 2026 and December 31, 2025.

Senior Secured Credit Facility On October 16, 2023, the Company entered into a senior secured credit agreement with Bank of America, N.A., as administrative agent (in such capacity, the "Administrative Agent"), the lenders party thereto, and certain of the Company's subsidiaries, as foreign borrowers. This credit agreement provides for senior secured credit facilities in an aggregate principal amount of $700 million, comprised of (i) a five-year multicurrency revolving credit facility in the aggregate principal amount of $500 million (including (a) a letter of credit sub-facility in an aggregate principal amount of up to $75 million and (b) a sub-facility in an aggregate principal amount of up to $200 million for borrowings and letters of credit in certain agreed foreign currencies) (the "Revolving Credit Facility," and the loans thereunder, the "Revolving Loans") and (ii) a five-year term loan "A" facility in an aggregate principal amount of $200 million (the "Term Loan A Facility," and the loans thereunder, the "Term A Loans" and, the Term Loan A Facility, together with the Revolving Credit Facility, the "Senior Secured Credit Facilities").

The Revolving Loans bear interest based on the Secured Overnight Financing Rate ("SOFR") (or an alternative reference rate for amounts denominated in a currency other than Dollars), or, at the Company's option, in the case of amounts denominated in Dollars, at a base reference rate equal to the highest of (a) the federal funds rate plus 0.50%, (b) the rate of interest last quoted by the Administrative Agent as its "prime rate" and (c) the one-month SOFR rate plus 1.00% (the "Base Rate"), plus, as applicable, a margin ranging from 2.25% to 3.25% per annum for SOFR-based Revolving Loans and ranging from 1.25% to 2.25% per annum for Base Rate-based Revolving Loans, in each case, depending on the Company's consolidated leverage ratio. The Revolving Credit Facility is not subject to amortization and will mature on the fifth anniversary of the Closing Date.

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

The Revolving Credit Facility contains customary representations and warranties, affirmative covenants and negative covenants. The negative covenants limit the Company's and its subsidiaries' ability, subject to customary exceptions and permitted baskets, to, among other things, incur indebtedness, create liens on the Company's or its subsidiaries' assets, engage in fundamental changes, make investments, sell or otherwise dispose of assets, engage in sale-leaseback transactions, make

restricted payments, repay subordinated indebtedness, engage in certain transactions with affiliates and enter into agreements restricting the ability of the Company's subsidiaries to make distributions to the Company or incur liens on their assets.

The Revolving Credit Facility also contains a financial covenant that does not permit the Company to allow its consolidated leverage ratio to exceed 4.25 to 1.00, in each case subject to (x) increases of 0.25 in connection with the consummation of any material acquisition and applicable to the fiscal quarter in which such acquisition is consummated and the three consecutive fiscal quarters thereafter, and (y) a maximum cap of 5.00 to 1.00.

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

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

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

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

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

The Company has the option to redeem the 5.125% Notes, in whole or in part, on or after April 15, 2024, at a redemption price of 102.563%, 101.281% and 100% during the 12-month periods commencing on or after April 15, 2024, 2025 and 2026 and thereafter, respectively, plus accrued and unpaid interest to the redemption date.

On September 30, 2024, a portion of the proceeds from the Digital Banking Sale were used to settle the Company's previously announced tender offers to purchase up to $1.2 billion aggregate purchase price, excluding accrued and unpaid interest, of the Company's senior unsecured notes, subject to prioritized acceptance levels and proration. Pursuant to the terms of the tender offers and the final settlement, the Company purchased approximately $398 million aggregate principal amount of the 5.250% Notes and $797 million aggregate principal amount of the 5.125% Notes.

The senior unsecured notes are the Company's senior unsecured obligations and are jointly and severally unconditionally guaranteed on a senior unsecured basis by the Company's domestic material subsidiaries, subject to certain limitations, that guarantee the Company's Senior Secured Credit Facilities pursuant to supplemental indentures governing each applicable series of senior unsecured notes. The indentures governing the senior unsecured notes contain customary events of default, including, among other things, payment default, exchange default, failure to provide certain notices thereunder and certain provisions related to bankruptcy events. The indentures also include customary covenants typical of high-yield indentures, including negative covenants that, subject to customary exceptions and permitted baskets, limit the Company's and its restricted subsidiaries' ability to incur additional indebtedness, create liens, sell or otherwise dispose of assets, engage in certain fundamental corporate changes or changes to lines of business, make certain investments or material acquisitions, engage in sale-leaseback or hedging transactions, repurchase common stock, pay dividends or make similar distributions of capital stock, repay certain indebtedness, engage in certain affiliate transactions and enter into agreements that restrict the ability of subsidiaries to create liens, pay dividends or make loan repayments. If the senior unsecured notes are assigned an "investment grade" rating by Moody's or S&P and no default has occurred or is continuing, certain covenants will be terminated.

Fair Value of Debt The Company utilized Level 2 inputs, as defined in the fair value hierarchy, to measure the fair value of the long-term debt, which, as of September 30, 2026 and December 31, 2025 was $1.05 billion and $1.09 billion, respectively.

Management's fair value estimates were based on quoted prices for recent trades of the Company's long-term debt, quoted prices for similar instruments, and inquiries with certain investment communities.

6. INCOME TAXES

Income tax provisions for interim (quarterly) periods are based on an estimated annual effective income tax rate calculated separately from the effect of significant, infrequent or unusual items. Income tax expense from continuing operations was $7 million for the three months ended September 30, 2026 compared to an income tax benefit of $6 million for the three months ended September 30, 2025. The increase in income tax expense was primarily driven by higher income from continuing operations before taxes, partially offset by favorable changes in discrete tax expenses and benefits for the three months ended September 30, 2026 compared to the prior year.

Income tax benefit was $33 million for the nine months ended September 30, 2026 compared to an income tax benefit of $17 million for the nine months ended September 30, 2025. The increase in the income tax benefit was primarily driven by changes in the geographic earnings mix, partially offset by a lower loss from continuing operations before taxes for the nine months ended September 30, 2026.

7. STOCK COMPENSATION PLANS

As of September 30, 2026, the Company's stock-based compensation consisted of restricted stock units and the employee stock purchase plan. Stock-based compensation expense for the following periods was:

	Three months ended September 30		Nine months ended September 30	
In millions	**2026**	**2025**	**2026**	**2025**
Restricted stock units	**$ 10**	$ 7	**$ 27**	$ 23
Employee stock purchase plan	**—**	1	**2**	3
Stock-based compensation expense	**10**	8	**29**	26
Tax expense (benefit)	**(1)**	(2)	**(4)**	(1)
Stock-based compensation expense (net of tax)	**$ 9**	$ 6	**$ 25**	$ 25

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

On March 2, 2026, the Company granted market-based restricted stock units vesting on March 2, 2029. The fair value of the awards was determined based on the grant date fair value and will be recognized over the requisite service period.

The table below details the significant assumptions used in determining the fair value of the market-based restricted stock units granted on March 2, 2026:

Dividend yield	**— %**
Risk-free interest rate	**3.46 %**
Expected volatility	**44.25 %**

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

As of September 30, 2026, the total unrecognized compensation cost of $70 million related to unvested restricted stock grants is expected to be recognized over a weighted average period of approximately 2.1 years under the endpoint method. As of September 30, 2026, all stock option grants have vested.

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

For the three months ended September 30, 2026, employees purchased 0.4 million shares, at a discounted price of $5.81. For the three months ended September 30, 2025, employees purchased 0.2 million shares, at a discounted price of $10.71.

8. EMPLOYEE BENEFIT PLANS

Employer Contributions

Pension For the three and nine months ended September 30, 2026, the Company contributed $4 million and $9 million to its international pension plans, respectively. The Company anticipates contributing an additional $3 million to its international pension plans for a total of $12 million in 2026. Following the Spin-Off, NCR Atleos assumed the U.S. and certain international pension plan assets and liabilities, along with the associated deferred costs in accumulated other comprehensive loss, which were previously sponsored by the Company. Pursuant to the terms of the Spin-Off transaction documents, the Company is required to contribute 50% of the annual costs of the U.S. pension plan to NCR Atleos to the extent NCR Atleos contributes more than $40 million on an annual basis beginning with the plan year ending December 31, 2024.

Postemployment For the three and nine months ended September 30, 2026, the Company contributed $4 million and $22 million to its postemployment plan, respectively. The Company anticipates contributing an additional $4 million to its postemployment plan for a total of $26 million in 2026.

9. COMMITMENTS AND CONTINGENCIES

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

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

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

On June 10, 2024, the court ruled against the Company's position to the Requested Relief Order, entered a final judgment against the Company, and ordered the Company to calculate the "benefits due" to the Plan participants, including pre-judgment

interest, based on the sum that would have been sufficient to allow each participant to purchase a replacement annuity using discount rates prescribed by the Pension Benefit Guaranty Corporation in effect as of the February 25, 2013 termination date.

On July 2, 2024, the Company filed a notice of appeal and a $45 million supersedeas bond to stay execution pending appeal. The appellate court heard oral arguments on August 12, 2025, and on August 26, 2025, the appellate court affirmed the decision of the district court. The Company's petition for rehearing en banc was denied. In February 2026, the matter was remanded back to the district court for further proceedings to finalize the amount owed to plaintiffs. Prior to resolution by the court, in April 2026, the parties reached a settlement to resolve all issues associated with damages owed to plan participants, interest, and attorney's fees, for a payment of $48 million. In exchange the Company will receive a class-wide release of claims following final approval by the court. On July 2, 2026, the court granted preliminary approval of the settlement, and on July 16, 2026, the Company funded an escrow account for payment of settlement amounts to plan participants. Final approval of this settlement is expected after a final fairness hearing currently scheduled for November 2026. NCR Atleos contributed 50% of the settlement amount pursuant to its indemnity obligation. The Company also intends to seek reimbursement of the settlement amount from its insurance carriers to the extent of its coverage under applicable fiduciary liability insurance policies, however there can be no guarantee as to the extent of any insurance recovery.

Environmental Matters The Company's facilities and operations are subject to a wide range of environmental protection laws, and the Company has investigatory and remedial activities underway at a number of facilities that it currently owns or operates, or formerly owned or operated, to comply, or to determine compliance, with such laws. Also, the Company has been identified, either by a government agency or by a private party seeking contribution to site clean-up costs, as a potentially responsible party ("PRP") at a number of sites pursuant to various state and federal laws, including the Federal Water Pollution Control Act, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") and comparable state statutes. Following the Spin-Off, the Company retains the responsibility to manage the identified environmental liabilities and remediations, subject, however, to an indemnity obligation by NCR Atleos to contribute 50% of the costs of certain environmental liabilities after an annual $15 million funding threshold is met. Other than the Kalamazoo River and Fox River matters discussed below, we currently do not anticipate material expenses and liabilities from these environmental matters.

Fox River The Company was one of eight entities that was formally notified by governmental and other entities that it was a PRP for environmental claims (under CERCLA and other statutes) arising out of the presence of polychlorinated biphenyls ("PCBs") in sediments in the lower Fox River and in the Bay of Green Bay in Wisconsin. The Company was identified as a PRP because of alleged PCB discharges from two carbonless copy paper manufacturing facilities it previously owned, which were located along the Fox River, and carbonless copy paper "broke" the Company allegedly sold to other mills as raw material. In 2017, the Company entered into a Consent Decree with the federal and state governments for the clean-up of the Fox River, which was approved on August 22, 2017 by the federal district court in Wisconsin presiding over this matter. The Consent Decree resolved the Company's disputes with the enforcement agencies as well as the other PRPs.

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

The cost of the Fox River remediation has been shared with three parties (a previous party, API, fully satisfied its obligations in 2016 and is now bankrupt): B.A.T. Industries p.l.c. ("BAT") as co-obligor, and AT&T Corp. ("AT&T") and Nokia (as the successor to Lucent Technologies and Alcatel-Lucent USA) as indemnitors. Under a 1998 Cost Sharing Agreement and subsequent 2005 arbitration award (collectively, the "Cost Sharing Agreement"), from 2008 through 2014, BAT paid 60% of the cost of the Fox River clean-up and natural resource damages. Pursuant to a September 30, 2014 funding agreement (the "Funding Agreement"), BAT funded 50% of the Company's Fox River remediation costs from October 1, 2014 forward. The Funding Agreement also provides the Company contractual avenues for a future payment of, via direct and third-party sources, (1) the difference between BAT's 60% obligation under the Cost Sharing Agreement on the one hand and their ongoing (since September 2014) 50% payments under the Funding Agreement on the other, and (2) the difference between the amount the Company received under the Funding Agreement and the amount owed to it under the Cost Sharing Agreement for the period from April 2012 through September 2014 (collectively, the "Funding Agreement Receivable"). Pursuant to a 2015 Letter Agreement, the Company's contractual avenue for direct payment by BAT was effectively stayed pending completion of other unrelated lawsuits by BAT against third-parties. As of September 30, 2026 and December 31, 2025, the Funding Agreement Receivable was approximately $54 million and was included in Other assets in the Consolidated Balance Sheets. The timing of collection of sums related to the receivable is uncertain and is subject and pursuant to the terms of the Funding Agreement and related agreements. This receivable is not taken into account in calculating the Company's Fox River remaining reserve.

Additionally, under a 1996 Divestiture Agreement, the Company, AT&T and Nokia have mutual several (not joint) responsibility for indemnifying each other for certain environmental matters, including the Fox River and the Kalamazoo River discussed below, after defined dollar expenditures are met. AT&T and Nokia have been reimbursing the Company for certain portions of the amounts paid by the Company for the Fox River matter over the defined threshold for Fox River subject to certain offsets for insurance recoveries and net tax benefits (the "Divestiture Agreement Offsets"), if any. The Divestiture Agreement governs certain aspects of AT&T's divestiture of the Company and of what was then known as Lucent Technologies.

As of September 30, 2026, we have no remaining environmental remedial obligations for the Fox River matter. However, the final reconciliation of the Funding Agreement Receivable and the Divestiture Agreement Offsets could result in additional expenditures and liabilities for the Company that could be material. As of September 30, 2026, we have no remaining liability for environmental remedial obligations for the Fox River matter. As of September 30, 2026 and December 31, 2025, the total reserve related to the final reconciliation with indemnitors under the Divestiture Agreement was approximately $23 million.

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

In December 2010, the Company, along with two other defendants, was sued in federal court by three Georgia-Pacific ("GP") affiliate corporations in a private-party contribution and cost recovery action for alleged pollution at the Kalamazoo River site. On September 26, 2013, the court issued a decision that held the Company was liable as an "arranger" as of at least March 1969. (PCB-containing carbonless copy paper was produced from approximately 1954 to April 1971, and the majority of contamination at the Kalamazoo River site had occurred prior to 1969). In a ruling following a second trial on the allocation of liability issued on March 29, 2018, the court fixed the past cost amount at approximately $50 million (plus interest to be determined) and the Company and GP were each assigned a 40% share of those costs, and the other two companies were assigned 15% and 5% as their allocations. The court entered final judgment in the case on June 19, 2018, in which it indicated that it would not allocate future costs, but would enter a declaratory judgment that the four companies together had responsibility for future costs, in amounts and shares to be determined.

In July 2018, the Company appealed to the United States Court of Appeals for the Sixth Circuit both the 2013 court decision and the 2018 court decision on various legal grounds. The Company filed a bond to stay execution of the judgment pending appeal and execution of the judgment was stayed until the Company filed its dismissal of the appeal on December 31, 2020 pursuant to the Consent Decree noted below.

During the pendency of the Sixth Circuit stay, the Company negotiated a settlement of the Kalamazoo River matter with the USEPA and other government agencies having oversight over the river.

On December 5, 2019, the Company entered into a Consent Decree with the USEPA and other government agencies having oversight over the Kalamazoo River and the District Court having jurisdiction over this matter approved the Consent Decree later that month. The Consent Decree requires the Company to pay GP a 40% share of past costs, to pay the USEPA and state agencies their past and future administrative costs, and take responsibility for the remediation of a portion, but not all, of the Kalamazoo River. The Consent Decree further required the Company to dismiss the pending Sixth Circuit appeal. The Consent Decree provides the Company protection from other potentially responsible parties, including GP, seeking contribution for their costs associated with the clean-up anywhere on the Kalamazoo River, thereby resolving the allocation of future costs left unresolved by prior litigation.

The Company believes it has meritorious claims against BAT under the Cost Sharing Agreement, discussed above, for the Kalamazoo River remediation expenses as a so-called "future site." To date, BAT disputes that the Kalamazoo River is a "future site." In February 2023, the Company filed an action against BAT in the Southern District of New York seeking a declaration that the Kalamazoo River is indeed a "future site" under the Cost Sharing Agreement. In June 2023, BAT filed an answer asserting counterclaims in the proceedings. On September 14, 2024, the Court entered an opinion stating that the

Kalamazoo River is a “future site” within the meaning of the Cost Sharing Agreement. The case remains pending with respect to BAT’s remaining counterclaims and affirmative defenses.

In November 2023, the USEPA issued a conditional approval for a work plan to remediate one area of the Kalamazoo River (referred to by USEPA as Area 4) for which the Company has remediation responsibility. The conditional approval provided the Company with sufficient information to estimate the cost of the first phase of remediation for this area of the river and necessitated an increase in the Kalamazoo reserve. Subsequently, USEPA provided further clarification about the conditions with respect to completing the second phase of the work plan that could substantially increase the costs of remediation. The Company does not believe the scope of work for this second phase is its responsibility under the Consent Decree or the National Contingency Plan. In March 2024, the Company filed a Notice of Dispute with the USEPA objecting to the scope of work for Area 4 as being inconsistent with the National Contingency Plan and contrary to the requirements of the Consent Decree. In June 2024, the Company reached a tentative agreement with the USEPA that will satisfactorily address the Company’s cost concerns and in October 2024, the Company submitted a work plan to the USEPA for approval. In connection with the submittal of the work plan, an updated engineering estimate was developed, which necessitated an increase in the Kalamazoo reserve. On August 18, 2025, the USEPA approved the work plan “with modifications” and the Company responded to those modifications as requested by the USEPA. On November 3, 2025, the EPA reviewed the Company’s responses to the modifications and gave final approval to the work plan. In January 2026, a second updated engineering estimate was completed to address scope adjustments of the approved work plan and current market and river conditions. This updated engineering estimate necessitated another increase to the Kalamazoo reserve as of December 31, 2025.

As of September 30, 2026 and December 31, 2025, the total reserve for the Kalamazoo River was $109 million and $111 million, respectively. The reserve is reported on a basis that is net of expected contributions from the Company’s co-obligors and indemnitors. While the Company believes its co-obligors’ and indemnitors’ obligations are as previously reported, the reserves may be adjusted from time to time, including to reflect changes in our estimates of remediation costs and recoverability from co-obligors and indemnitors with respect to the Kalamazoo River.

As many aspects of the costs of remediation will not be determined for several years (and thus the high end of a range of possible costs for many areas of the site cannot be quantified at this time), the Company has made what it considers to be reasonable estimates of the low end of a range for such costs where remedies are identified, and/or estimates of the costs of investigations and studies for areas of the Kalamazoo River where remedies have not yet been determined, and the reserve is informed by those estimates. The extent of the Company’s potential liability remains subject to many uncertainties, notwithstanding the Consent Decree noted above, particularly given that remedy decisions and cost estimates will not be generated until future time periods and most of the work to be performed will take place through the 2030s. Under other assumptions and estimates for possible costs of remediation, which the Company does not at this point consider to be reasonably estimable or verifiable, it is possible that the reserve the Company has taken to discontinued operations with respect to the Kalamazoo River could more than double.

The contractual threshold set forth in the 1996 Divestiture Agreement discussed above has been met for the Fox River and Kalamazoo River matters, and as a result, the Company has indemnity or reimbursement claims against AT&T and Nokia. AT&T is currently disputing the calculation of that threshold (not the indemnity obligation), including the application of certain offsets for net tax benefits, and AT&T withheld certain of its indemnification payments in connection with the dispute (“Withheld Payments”). In February 2026, the Company filed an action for preliminary injunction against AT&T in the Southern District of New York seeking an order to compel AT&T’s compliance with the payment obligations under the 1996 Divestiture Agreement. On May 7, 2026, the court denied the Company's motion for preliminary injunction, but retained jurisdiction over the matter pending resolution through arbitration.

Separately, the Company commenced a parallel arbitration against AT&T for the recovery of the Withheld Payments, and AT&T filed counterclaims alleging that the contractual indemnity threshold set forth in the 1996 Divestiture Agreement wasn’t yet met at the time it began making indemnity payments and disputing the calculation of the net tax benefits that was applied to its indemnity obligation payments. The Company disputes the allegations relating to the contractual indemnity threshold. On August 20, 2026, the arbitrator entered an order compelling AT&T to pay the Withheld Payments and compelling AT&T to timely remit payment on all future invoices. AT&T has paid this amount as ordered. A hearing on AT&T’s remaining counterclaims is expected to occur in the fourth quarter of 2026. The Company believes that it has substantial defenses to AT&T’s claims and intends to vigorously defend this matter. However, complex arbitration is inherently uncertain, and the Company cannot predict the ultimate outcome of the matter. Although the Company does not currently believe that a loss is probable beyond amounts previously accrued, it cannot rule out the possibility that the matter could negatively impact the Company’s financial condition or cash flows.

Environmental-Related Insurance Recoveries In connection with the Fox River, Kalamazoo River and other environmental sites, through September 30, 2026, the Company has received a combined gross total of approximately $212 million in settlements reached with various of its insurance carriers. Some of the settlements cover other environmental sites in addition to the Fox River and Kalamazoo River and some are limited to either the Fox River or the Kalamazoo River site. Some of the settlements are directed to defense costs and some are directed to indemnity; some settlements cover both defense costs and indemnity. The Company does not anticipate that further material insurance recoveries specific to Kalamazoo River remediation costs will be available in the future.

Environmental Remediation Estimates It is difficult to estimate the future financial impact of environmental laws, including potential liabilities. The Company records environmental provisions when it is probable that a liability has been incurred and the amount or range of the liability is reasonably estimable; in accordance with accounting guidance, where liabilities are not expected to be quantifiable or estimable for a period of years, the estimated costs of investigating those liabilities are recorded as a component of the reserve for that particular site. Provisions for estimated losses from environmental restoration and remediation are, depending on the site, based generally on internal and third-party environmental studies, estimates as to the number and participation level of other PRPs, the extent of contamination, estimated amounts for attorney and other fees, and the nature of required clean-up and restoration actions. Reserves are adjusted as further information develops or circumstances change. Management expects that the amounts reserved from time to time will be paid out over the period of investigation, negotiation, remediation and restoration for the applicable sites. The amounts recorded for environmental matters in the Company's Consolidated Financial Statements are the estimated gross undiscounted amounts of such liabilities, without deductions for indemnity insurance, third-party indemnity claims or recoveries from other PRPs, except in the event certain criteria supporting the probability of receipt of payment from such third parties is met. For the Fox River and Kalamazoo River sites, as described above, assets relating to the AT&T and Nokia indemnities and the BAT obligations recorded as payments are supported by contractual agreements, public filings, payment history, or other factors.

Guarantees and Product Warranties In the ordinary course of business, the Company may issue performance guarantees on behalf of its subsidiaries to certain of its customers and other parties. Some of those guarantees may be backed by standby letters of credit, surety bonds, or similar instruments. In general, under the guarantees, the Company would be obligated to perform, or cause performance, over the term of the underlying contract in the event of an unexcused, uncured breach by its subsidiary, or some other specified triggering event, in each case as defined by the applicable guarantee. The Company believes the likelihood of having to perform under any such guarantee is remote. As of September 30, 2026 and December 31, 2025, the Company had no material obligations related to such guarantees, and therefore its Condensed Consolidated Financial Statements do not have any associated liability balance.

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

Purchase Commitments The Company has purchase commitments for materials, supplies, services, and property, plant and equipment as part of the normal course of business.

10. SERIES A CONVERTIBLE PREFERRED STOCK

Holders of Series A Convertible Preferred Stock are entitled to a cumulative dividend at the rate of 5.5% per annum, payable quarterly in arrears. Beginning in the first quarter of 2020, dividends are payable in cash or in-kind at the option of the Company. If the Company does not declare and pay a dividend, the dividend rate will increase to 8.0% per annum until all accrued but unpaid dividends have been paid in full. During the three months ended September 30, 2026 and 2025, the Company paid cash dividends of $3 million and $3 million, respectively. During the nine months ended September 30, 2026 and 2025, the Company paid cash dividends of $9 million and $11 million, respectively.

Prior to the close of business on October 17, 2023, the Series A Convertible Preferred Stock was convertible at the option of the holders at any time into shares of common stock at a conversion price of $30.00 per share, or a conversion rate of 33.333 shares of common stock per share of Series A Convertible Preferred Stock. As a result of the Spin-Off, the conversion rate of the Series A Convertible Preferred Stock was adjusted pursuant to its terms to 57.5601 shares of common stock per share of Series A Convertible Preferred Stock. As of September 30, 2026 and December 31, 2025, the maximum number of common shares that could be required to be issued upon conversion of the outstanding shares of Series A Convertible Preferred Stock was 11.9 million shares.

11. EARNINGS PER SHARE

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

In computing diluted EPS, we evaluate and reflect the maximum potential dilution, for each issue or series of issues of potential common shares in sequence from the most dilutive to the least dilutive. We adjust the numerator used in the basic EPS computation, subject to anti-dilution requirements, to add back the dividends (declared or cumulative undeclared) applicable to the Series A Convertible Preferred Stock. Such add-back would also include any adjustments to equity in the period to accrete the Series A Convertible Preferred Stock to its redemption price, or recorded upon a redemption or induced conversion. We adjust the denominator used in the basic EPS computation, subject to anti-dilution requirements, to include the dilution from potential shares resulting from the issuance of the Series A Convertible Preferred Stock, restricted stock units, and stock options.

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

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

In millions, except per share amounts	Three months ended September 30		Nine months ended September 30	
	2026	2025	2026	2025
Numerator:				
Income (loss) from continuing operations	**$ 14**	$ (18)	**$ 11**	$ (39)
Series A convertible preferred stock dividends	**(3)**	(3)	**(9)**	(11)
Income (loss) from continuing operations attributable to NCR Voyix common stockholders	**11**	(21)	**2**	(50)
Income (loss) from discontinued operations, net of tax attributable to NCR Voyix common stockholders	**10**	(1)	**10**	3
Net income (loss) attributable to NCR Voyix common stockholders	**$ 21**	$ (22)	**$ 12**	$ (47)
Denominator:				
Basic weighted average number of shares outstanding	**137.9**	138.2	**138.3**	138.6
Basic earnings (loss) per share:				
From continuing operations	**$ 0.08**	$ (0.15)	**$ 0.01**	$ (0.36)
From discontinued operations	**0.07**	(0.01)	**0.08**	0.02
Total basic earnings per share	**$ 0.15**	$ (0.16)	**$ 0.09**	$ (0.34)

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

In millions, except per share amounts	Three months ended September 30		Nine months ended September 30	
	2026	2025	2026	2025
Numerator:				
Income (loss) from continuing operations	**$ 14**	$ (18)	**$ 11**	$ (39)
Series A convertible preferred stock dividends	**(3)**	(3)	**(9)**	(11)
Income (loss) from continuing operations attributable to NCR Voyix common stockholders	**11**	(21)	**2**	(50)
Income (loss) from discontinued operations, net of tax attributable to NCR Voyix common stockholders	**10**	(1)	**10**	3
Net income (loss) attributable to NCR Voyix common stockholders	**$ 21**	$ (22)	**$ 12**	$ (47)
Denominator:				
Basic weighted average number of shares outstanding	**137.9**	138.2	**138.3**	138.6
Dilutive effect of restricted stock units and stock options	**1.9**	—	**1.7**	—
Weighted average diluted shares	**139.8**	138.2	**140.0**	138.6
Diluted earnings per share:				
From continuing operations	**$ 0.08**	$ (0.15)	**$ 0.01**	$ (0.36)
From discontinued operations	**0.07**	(0.01)	**0.08**	0.02
Total diluted earnings per share	**$ 0.15**	$ (0.16)	**$ 0.09**	$ (0.34)

For the three months ended September 30, 2026, shares related to the as-if converted Series A Convertible Preferred Stock of 11.9 million were excluded from the diluted share count because their effect would have been anti-dilutive. Additionally, weighted average restricted stock units and stock options of 4.7 million were excluded from the diluted share count because their effect would have been anti-dilutive.

For the three months ended September 30, 2025, due to the net loss from continuing operations attributable to NCR Voyix common stockholders, shares related to the as-if converted Series A Convertible Preferred Stock of 15.9 million were excluded from the diluted share count because their effect would have been anti-dilutive. Additionally, weighted average restricted stock units and stock options of 7.7 million were excluded from the diluted share count because their effect would have been anti-dilutive.

For the nine months ended September 30, 2026, shares related to the as-if converted Series A Convertible Preferred Stock of 11.9 million were excluded from the diluted share count because their effect would have been anti-dilutive. Additionally, weighted average restricted stock units and stock options of 5.5 million were excluded from the diluted share count because their effect would have been anti-dilutive.

For the nine months ended September 30, 2025, due to the net loss from continuing operations attributable to NCR Voyix common stockholders, shares related to the as-if converted Series A Convertible Preferred Stock of 15.9 million were excluded from the diluted share count because their effect would have been anti-dilutive. Additionally, weighted average restricted stock units and stock options of 9.1 million were excluded from the diluted share count because their effect would have been anti-dilutive.

12. DERIVATIVES AND HEDGING INSTRUMENTS

The Company is exposed to certain risks arising from both our business operations and economic conditions. We principally manage exposures to a wide variety of business and operational risk through management of core business activities.

Interest Rate Risk We manage interest rate risk by managing the amount, sources and duration of debt funding. The Company has historically used interest rate cap agreements or interest rate swap contracts (“Interest Rate Derivatives”) to manage differences in the amount, timing and duration of known or expected cash payments related to our floating rate-debt agreements.

The Company designates Interest Rate Derivative contracts as cash flow hedges of forecasted transactions when they are determined to be highly effective at inception. Payments and receipts related to Interest Rate Derivatives are included in cash flows from operating activities in the Condensed Consolidated Statements of Cash Flows.

Foreign Currency Exchange Risk A portion of our operations and revenue occur outside the United States and, as such, the Company has exposure to approximately 25 functional currencies. Our results can be significantly impacted, both positively and negatively, by changes in foreign currency exchange rates. The Company seeks to mitigate such impact by hedging its foreign currency transaction exposure using foreign currency forward and option contracts. We do not enter into hedges for speculative purposes. We recognize the gains and losses on these types of hedges in earnings as exchange rates change.

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

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

	Fair Values of Derivative Instruments					
	September 30, 2026					
In millions	Balance Sheet Location	Notional Amount	Fair Value	Balance Sheet Location	Notional Amount	Fair Value
Derivatives not designated as hedging instruments						
Foreign exchange contracts	Prepaid and other current assets		$ —	Other current liabilities		$ (1)
Total foreign exchange contracts		$ 46	$ —		$ 344	$ (1)
Total derivatives not designated as hedging instruments			$ —			$ (1)

	Fair Values of Derivative Instruments					
	December 31, 2025					
In millions	Balance Sheet Location	Notional Amount	Fair Value	Balance Sheet Location	Notional Amount	Fair Value
Derivatives not designated as hedging instruments						
Foreign exchange contracts	Prepaid and other current assets		$ —	Other current liabilities		$ —
Total foreign exchange contracts		$ 91	$ —		$ 135	$ —
Total derivatives not designated as hedging instruments			$ —			$ —

The effects of derivative instruments on the Condensed Consolidated Statements of Operations and Condensed Consolidated Statements of Comprehensive Income for the three and nine months ended September 30, 2026 and 2025 were as follows:

		Amount of Gain (Loss) Recognized in the Condensed Consolidated Statement of Operations			
In millions		Three months ended September 30		Nine months ended September 30	
Derivatives not Designated as Hedging Instruments	Location of Gain (Loss) Recognized in the Condensed Consolidated Statement of Operations	2026	2025	2026	2025
Foreign exchange contracts	Other income (expense), net	**$ (4)**	$ (1)	**$ (15)**	$ (1)

Concentration of Credit Risk

The Company is potentially subject to concentrations of credit risk on accounts receivable and financial instruments such as hedging instruments and cash and cash equivalents. Credit risk includes the risk of nonperformance by counterparties. The maximum potential loss may exceed the amount recognized on the Condensed Consolidated Balance Sheets. Exposure to credit risk is managed through credit approvals, credit limits, and selecting major international financial institutions as counterparties to hedging transactions and monitoring procedures. The Company's business often involves large transactions with customers, and if one or more of those customers were to default on its obligations under applicable contractual arrangements, the Company could be exposed to potentially significant losses. However, management believes that the reserves for potential losses are adequate. As of September 30, 2026 and December 31, 2025, we did not have any major concentration of credit risk related to financial instruments.

13. FAIR VALUE OF ASSETS AND LIABILITIES

Assets and Liabilities Measured at Fair Value on a Recurring Basis

Assets and liabilities recorded at fair value on a recurring basis as of September 30, 2026 are set forth in the table as follows. Assets and liabilities recorded at fair value on a recurring basis as of December 31, 2025 were zero.

	September 30, 2026			
In millions	Total	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Liabilities:				
Foreign exchange contracts[(1)]	$ 1	$ —	$ 1	$ —
Total	$ 1	$ —	$ 1	$ —

[(1)]Included in Other current liabilities in the Condensed Consolidated Balance Sheets.

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

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

Although we have determined that the majority of the inputs used to value our derivatives fall within Level 2 of the fair value hierarchy, the credit valuation adjustments utilize Level 3 inputs to evaluate the likelihood of both our own default and counterparty default. As of September 30, 2026, we determined that the credit valuation adjustments are not significant to the overall valuation of our derivatives and therefore, the valuations are classified in Level 2 of the fair value hierarchy.

Assets Measured at Fair Value on a Non-recurring Basis

From time to time, certain assets are measured at fair value on a non-recurring basis using significant unobservable inputs (Level 3). The Company reviews the carrying values of investments when events and circumstances warrant and considers all available evidence in evaluating when declines in fair value are other-than-temporary declines. There were no material impairment charges or non-recurring fair value adjustments recorded during the three and nine months ended September 30, 2026 and 2025.

14. ACCUMULATED OTHER COMPREHENSIVE INCOME (LOSS)

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

In millions	Currency Translation Adjustments	Changes in Employee Benefit Plans	Changes in Fair Value of Effective Cash Flow Hedges	Total
Balance as of December 31, 2025	**$ (445)**	**$ 6**	**$ —**	**$ (439)**
Other comprehensive income (loss) before reclassifications	(10)		—	(10)
Amounts reclassified from AOCI	—	—	—	—
Net current period other comprehensive (loss) income	$ (10)	$ —	$ —	$ (10)
Balance as of September 30, 2026	**$ (455)**	**$ 6**	**$ —**	**$ (449)**

Reclassifications Out of AOCI

There were no reclassifications out of AOCI during the three and nine months ended September 30, 2026 or 2025.

15. SUPPLEMENTAL FINANCIAL INFORMATION

The components of accounts receivable are summarized as follows:

In millions	September 30, 2026	December 31, 2025
Accounts receivable		
Trade	**$ 412**	$ 447
Other	**15**	44
Accounts receivable, gross	**427**	491
Less: allowance for credit losses	**(17)**	(21)
Total accounts receivable, net	**$ 410**	$ 470

Our allowance for credit losses as of September 30, 2026 and December 31, 2025 was $17 million and $21 million, respectively. We continue to evaluate our reserves in light of the age and quality of our outstanding accounts receivable as well as risks to specific industries or countries and adjust the reserves accordingly. The impact to our allowance for credit losses was a benefit of $2 million and expense of $2 million for the three and nine months ended September 30, 2026, respectively, and expense of $1 million and $5 million for the three and nine months ended September 30, 2025, respectively. The Company recorded write-offs against the reserve of $1 million and $6 million for the three and nine months ended September 30, 2026, respectively, and $7 million and $10 million for the three and nine months ended September 30, 2025, respectively.

The components of inventory are summarized as follows:

In millions	September 30, 2026	December 31, 2025
Inventories		
Work in process and raw materials	**$ —**	$ 4
Finished goods	**1**	83
Service parts	**120**	130
Total inventories	**$ 121**	$ 217

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

The following discussion should be read in conjunction with the Condensed Consolidated Financial Statements and notes thereto included under Item 1. Financial Statements of this Quarterly Report and our Consolidated Financial Statements and notes thereto and related Management's Discussion and Analysis of Financial Condition and Results of Operations included in our Annual Report on Form 10-K for the year ended December 31, 2025 (the "2025 Form 10-K").

Our discussion within MD&A is organized as follows:

- *Overview.* This section contains background information on the Company, a summary of significant events for the quarter, and information regarding strategic initiatives and trends in order to provide context for management's discussion and analysis of our financial condition and results of operations.

- *Results of operations.* This section contains an analysis of our results of operations presented in the accompanying Condensed Consolidated Statements of Operations by comparing the results for the three and nine months ended September 30, 2026 to the results for the three and nine months ended September 30, 2025.

- *Liquidity and capital resources.* This section provides an analysis of our cash flows and a discussion of our contractual obligations at September 30, 2026.

EXECUTIVE OVERVIEW

NCR Voyix is a global platform-powered leader in unified commerce for shopping and dining, empowering our customers to deliver quality experiences to consumers through our cloud-based platform, microservices-based applications and comprehensive service offerings.

Completion of NCR Atleos Spin-Off Transaction

On October 16, 2023, the Company completed the spin-off ("Spin-Off") of its ATM-focused businesses, including our self-service banking, payments & network, and telecommunications and technology businesses, into an independent, publicly traded company, NCR Atleos. Accordingly, the historical financial results of NCR Atleos are reflected as discontinued operations in the Company's consolidated financial statements. Refer to Note 2, "Discontinued Operations", in the Notes to Consolidated Financial Statements in Item 1 of this Report, for additional information.

Sale of Digital Banking Business

On September 30, 2024, the Company completed the sale of its Digital Banking segment businesses (the "Digital Banking Sale") to an affiliate of The Veritas Capital Fund VIII, L.P. (the "Buyer"). The historical financial results of the Digital Banking segment businesses are reflected as discontinued operations in the Company's consolidated financial statements.

Transition of Hardware Business to ODM Model

In August 2024, the Company announced its entry into a commercial agreement with Ennoconn Corporation ("Ennoconn") to transition its self-checkout and point-of-sale hardware businesses to an outsourced design and manufacturing model, including the sale of certain assets relating to these businesses (the "Hardware Business Transition"). Under the terms of the agreement, Ennoconn designs, manufactures, warrants, supplies, and ships self-checkout and point-of-sale hardware directly to the Company's customers and the Company sells hardware to its customers as a sales agent for Ennoconn and continues to provide its point-of-sale and self-checkout software as well as key support and maintenance services. During the nine months ended September 30, 2026, the Company sold inventory to Ennoconn as part of the Hardware Business Transition, and beginning on April 1, 2026, the Company began recording commission revenue from point-of-sale and self-checkout hardware sales as an agent for Ennoconn on a net basis, excluding the costs paid to Ennoconn.

Our Segments

Following the Spin-Off and Digital Banking Sale, we now manage and operate in two reportable segments: Retail and Restaurants.

- *Retail* - Our Retail segment serves enterprise and mid-market retailers primarily in the convenience & fuel, grocery, drug & mass merchandise, and department & specialty retail industry segments. We offer an end-to-end suite of unified commerce solutions, spanning across software, payments, installation and maintenance services, managed and professional services, and hardware. These offerings are purpose-built to enable retailers to deliver the seamless experiences that customers have come to expect. Our SaaS solutions, powered by the Voyix Commerce Platform, include, among others, point-of-sale ("POS"), self-checkout ("SCO"), consumer marketing and loyalty, inventory and supply chain management, fraud and loss prevention, and consumer engagement.

- *Restaurants* - Our Restaurants segment serves restaurants and food service establishments of varying size, format and complexity, including, for example, quick-service, table-service, and fast-casual restaurants. We offer an end-to-end suite of unified commerce solutions, spanning across software, payments, installation and maintenance services, managed and professional services, and hardware. Our SaaS solutions for restaurants, powered by the Voyix Commerce Platform, include, among others, POS, consumer marketing and loyalty, inventory and kitchen management ordering, pay-at-table, menu management, and labor management.

Corporate and Other includes income and expenses related to corporate functions that are not specifically attributable to either of our two reportable segments, along with certain non-strategic businesses that are considered immaterial operating segment(s), as well as commercial agreements with NCR Atleos.

FINANCIAL HIGHLIGHTS

The following were highlights for the third quarter of 2026:

- Recurring revenue increased 1% as compared to the prior year period and comprised 79% of total consolidated revenue
- Software and services revenue was flat compared to the prior year period and comprised 93% of total consolidated revenue
- Net income from continuing operations was $14 million, compared to a net loss from continuing operations of $18 million in the prior year period
- Adjusted EBITDA was $120 million compared to $123 million in the prior year period

STRATEGIC INITIATIVES AND TRENDS

Our strategy is to advance our position as the platform-powered leader in unified commerce for shopping and dining at a time when consumer expectations for seamless, personalized and frictionless experiences continue to rise across both retail and restaurant environments. Today's consumers expect to shop, order, pay and receive service effortlessly, whether online, in store, curbside or through mobile channels. They increasingly favor brands that deliver speed, consistency and convenience at every interaction. These heightened expectations have placed pressure on retailers and restaurants to modernize their operations and adopt technologies that can support real-time engagement and continuous innovation across digital and physical touchpoints. Guided by our mission to make the consumer experience seamless, we focus on delivering integrated, scalable solutions that enable restaurants and retailers to differentiate their brands and operate more efficiently in a rapidly evolving commerce landscape. By combining hardware, software, services and payments into a unified suite of offerings, we can deliver

to customers an end-to-end value proposition that we believe is difficult to match. As the adoption of our platform and solutions accelerates, we expect to strengthen customer relationships, enhance recurring revenue streams and broaden monetization opportunities across our Voyix Commerce Platform. To achieve our goals, we are focused on: (i) delivering a modern suite of Software-as-a-Service ("SaaS") solutions, (ii) expanding adoption of our integrated payment solutions, (iii) scaling our differentiated services offerings and (iv) investing in innovation to further expand our platform capabilities.

Macroeconomic Trends

Global Trade, Macroeconomic Environment

The U.S. and other global markets currently are experiencing increased volatility due to the effects of, among other things, recent changes in imposed or threatened tariffs and other trade policy changes by the U.S. and other countries, escalating geopolitical and civil conflicts, including, but not limited to, Eastern Europe and the Middle East, inflationary pressures, such as increasing prices for goods and services (including fuel), changing fiscal and/or monetary policies in the U.S. and elsewhere, and fluctuating currency exchange rates, elevated unemployment rates, global shortages of microchips and other technology components, primarily driven by the adoption of artificial intelligence technologies, and, in some locations around the world, decreased economic conditions that indicate the potential for near-term recessions or slowdowns.

Given our geographic presence and the multinational composition of our customer base, our business and financial performance could be impacted by the evolving global economic landscape. We are subject to a variety of risks posed by the current macroeconomic environment, and we are continuously monitoring the direct and indirect impacts of these circumstances. Economic pressures on retail and restaurant businesses and on consumers could negatively affect our revenue and profitability in future periods. In addition, U.S. foreign trade policy continues to evolve under the current presidential administration, including the announcement of a number of new tariffs subsequent to the U.S. Supreme Court's February 2026 decision to uphold a ruling that invalidated certain tariffs previously imposed, some of which have since expired and been replaced by tariffs under other authorities, and some of which have prompted retaliatory tariffs by certain foreign countries. It is currently unknown if these tariffs will remain in place, be expanded or be removed, and we do not know whether additional foreign countries will adopt retaliatory trade policies in response to these new tariffs. The current trade policy environment is expected to continue to evolve, but we cannot anticipate the impact that these or other changes will have on our business and financial performance. As a result of these uncertainties, we may be impacted in the future within the markets in which we operate.

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

For further discussion of trends, uncertainties and other factors that could affect our operating results, refer to Part I, Item 1A, "Risk Factors", contained in our 2025 Form 10-K and subsequent filings we make with the SEC.

Results from Operations

For the three and nine months ended September 30, 2026 compared to the three and nine months ended September 30, 2025

Consolidated Results

The following tables show our results for the three and nine months ended September 30, 2026 and 2025, respectively, the relative percentage that those amounts represent to revenue, and the change in those amounts year-over-year.

	Three months ended September 30		Percentage of Revenue [1]		Increase (Decrease)
In millions	**2026**	**2025**	**2026**	**2025**	**2026 vs 2025**
Product revenue	**$ 35**	$ 198	**6.5 %**	29.2 %	(82)%
Service revenue	**504**	479	**93.5 %**	70.8 %	5 %
Total revenue	**539**	677	**100.0 %**	100.0 %	(20)%
Product gross margin	**6**	31	**17.1 %**	15.7 %	(81)%
Service gross margin	**171**	133	**33.9 %**	27.8 %	29 %
Total gross margin	**177**	164	**32.8 %**	24.2 %	8 %
Selling, general and administrative expenses	**104**	110	**19.3 %**	16.2 %	(5)%
Research and development expenses	**31**	40	**5.8 %**	5.9 %	(23)%
Total operating expenses	**135**	150	**25.0 %**	22.2 %	(10)%
Income (loss) from operations	**$ 42**	$ 14	**7.8 %**	2.1 %	200 %

	Nine months ended September 30		Percentage of Revenue [1]		Increase (Decrease)
In millions	**2026**	**2025**	**2026**	**2025**	**2026 vs 2025**
Product revenue	**$ 211**	$ 535	**12.6 %**	27.4 %	(61)%
Service revenue	**1,457**	1,414	**87.4 %**	72.6 %	3 %
Total revenue	**1,668**	1,949	**100.0 %**	100.0 %	(14)%
Product gross margin	**19**	54	**9.0 %**	10.1 %	(65)%
Service gross margin	**444**	394	**30.5 %**	27.9 %	13 %
Total gross margin	**463**	448	**27.8 %**	23.0 %	3 %
Selling, general and administrative expenses	**326**	330	**19.5 %**	16.9 %	(1)%
Research and development expenses	**100**	112	**6.0 %**	5.7 %	(11)%
Total operating expenses	**426**	442	**25.5 %**	22.7 %	(4)%
Income (loss) from operations	**$ 37**	$ 6	**2.2 %**	0.3 %	517 %

[1] The percentage of revenue is calculated for each line item divided by total revenue, except for product gross margin and service gross margin, which are divided by the related component of revenue.

Key Strategic Financial Metrics

The following tables show our key strategic financial metrics for the three and nine months ended September 30, 2026 and 2025, respectively, the relative percentage that those amounts represent to total revenue, and the change in those amounts year-over-year.

Recurring revenue as a percentage of total revenue

	Three months ended September 30		Percentage of Total Revenue		Increase (Decrease)
In millions	**2026**	**2025**	**2026**	**2025**	**2026 vs 2025**
Recurring revenue[1]	**$ 428**	$ 422	**79.4 %**	62.3 %	1 %
All other products and services	**111**	255	**20.6 %**	37.7 %	(56)%
Total Revenue	**$ 539**	$ 677	**100.0 %**	100.0 %	(20)%

	Nine months ended September 30		Percentage of Total Revenue		Increase (Decrease)
In millions	**2026**	**2025**	**2026**	**2025**	**2026 vs 2025**
Recurring revenue [1]	**$ 1,282**	$ 1,247	**76.9 %**	64.0 %	3 %
All other products and services	**386**	702	**23.1 %**	36.0 %	(45)%
Total Revenue	**$ 1,668**	$ 1,949	**100.0 %**	100.0 %	(14)%

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

Revenue by type

	Three months ended September 30		Percentage of Total Revenue		Increase (Decrease)
In millions	**2026**	**2025**	**2026**	**2025**	**2026 vs 2025**
Software and services revenue	**$ 500**	$ 500	**92.8 %**	73.9 %	— %
Hardware-related revenue[2]	**39**	177	**7.2 %**	26.1 %	(78)%
Total Revenue	**$ 539**	$ 677	**100.0 %**	100.0 %	(20)%

	Nine months ended September 30		Percentage of Total Revenue		Increase (Decrease)
In millions	**2026**	**2025**	**2026**	**2025**	**2026 vs 2025**
Software and services revenue	**$ 1,469**	$ 1,468	**88.1 %**	75.3 %	— %
Hardware-related revenue[2]	**199**	481	**11.9 %**	24.7 %	(59)%
Total Revenue	**$ 1,668**	$ 1,949	**100.0 %**	100.0 %	(14)%

[2] Hardware-related revenue includes hardware revenue and hardware commission revenue beginning in the second quarter of 2026.

Net income (loss) from continuing operations attributable to NCR Voyix and Adjusted EBITDA[3] as a percentage of total revenue

	Three months ended September 30		Percentage of Total Revenue		Increase (Decrease)
In millions	**2026**	**2025**	**2026**	**2025**	**2026 vs 2025**
Net income (loss) from continuing operations attributable to NCR Voyix	**$ 14**	$ (18)	**2.6 %**	(2.7)%	n/m
Adjusted EBITDA	**$ 120**	$ 123	**22.3 %**	18.2 %	(2)%

In millions	Nine months ended September 30 2026	2025	Percentage of Total Revenue 2026	2025	Increase (Decrease) 2026 vs 2025
Net income (loss) from continuing operations attributable to NCR Voyix	**$ 11**	$ (39)	**0.7 %**	(2.0)%	n/m
Adjusted EBITDA	**$ 296**	$ 290	**17.7 %**	14.9 %	2 %

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

Non-GAAP Financial Measures and Use of Certain Terms:

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

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

In millions	Three months ended September 30 2026	2025	Nine months ended September 30 2026	2025
Net income (loss) from continuing operations attributable to NCR Voyix (GAAP)	**$ 14**	$ (18)	**$ 11**	$ (39)
Depreciation and amortization (excluding acquisition related amortization of intangibles)	**46**	48	**139**	149
Acquisition-related amortization of intangibles	**7**	6	**20**	18
Interest expense	**16**	15	**46**	44
Interest income	**(1)**	—	**(2)**	(7)
Income tax expense (benefit)	**7**	(6)	**(33)**	(17)
Stock-based compensation expense	**10**	8	**29**	26
Transformation and restructuring costs(1)	**19**	47	**62**	84
Loss (gain) on disposal of businesses	**—**	(2)	**—**	(2)
Strategic initiatives(2)	**2**	3	**22**	12
Litigation costs(3)	**—**	22	**2**	22
Adjusted EBITDA (non-GAAP)	**$ 120**	$ 123	**$ 296**	$ 290

(1)Represents integration, severance, and other exit and disposal costs which are considered non-operational in nature.
(2)Represents professional fees related to strategic initiatives which are considered non-operational in nature, as well as certain costs incurred related to the Hardware Business Transition.
(3)Represents costs related to certain litigation matters, reflecting the costs of the indemnity and associated legal fees, net of expected indemnity recoveries from NCR Atleos, as discussed in Note 9, "Commitments and Contingencies".

Revenue

In millions	Three months ended September 30 2026	2025	Percentage of Total Revenue 2026	2025	Increase (Decrease) 2026 vs 2025
Product revenue	**$ 35**	$ 198	**6.5 %**	29.2 %	(82)%
Service revenue	**504**	479	**93.5 %**	70.8 %	5 %
Total revenue	**$ 539**	$ 677	**100.0 %**	100.0 %	(20)%

Product revenue includes our hardware and software license revenue streams. Service revenue includes SaaS solutions, software maintenance, professional services, installation services, payment and hardware maintenance, as well as hardware commission revenue beginning in the second quarter of 2026.

For the three months ended September 30, 2026 compared to the three months ended September 30, 2025

Total revenue decreased 20% for the three months ended September 30, 2026 compared to the three months ended September 30, 2025. Product revenue for the three months ended September 30, 2026 decreased 82% compared to the three months ended September 30, 2025 due to the Hardware Business Transition. Effective April 1, 2026, the Company transitioned from recognizing hardware revenue sales on a gross basis within Product revenue to recognizing net hardware commission revenue as an agent for Ennoconn, reported within Service revenue. Accordingly, the decrease in Product revenue primarily reflects the Hardware Business Transition. Service revenue for the three months ended September 30, 2026 increased 5% compared to the three months ended September 30, 2025 due to the net hardware commission revenue recognized beginning in the second quarter of 2026 from the Hardware Business Transition, as previously discussed, as well as increases in payments revenue and SaaS solutions revenue, offset by a decrease in non-recurring installation services revenues as compared to the prior year period. Recurring revenue increased 1% for the three months ended September 30, 2026 compared to the three months ended September 30, 2025 primarily driven by payments and software license revenues.

In millions	Nine months ended September 30 2026	2025	Percentage of Total Revenue 2026	2025	Increase (Decrease) 2026 vs 2025
Product revenue	**$ 211**	$ 535	**12.6 %**	27.4 %	(61)%
Service revenue	**1,457**	1,414	**87.4 %**	72.6 %	3 %
Total revenue	**$ 1,668**	$ 1,949	**100.0 %**	100.0 %	(14)%

For the nine months ended September 30, 2026 compared to the nine months ended September 30, 2025

Total revenue decreased 14% for the nine months ended September 30, 2026 compared to the nine months ended September 30, 2025. Product revenue for the nine months ended September 30, 2026 decreased 61% compared to the nine months ended September 30, 2025 due to the Hardware Business Transition. Effective April 1, 2026, the Company transitioned from recognizing hardware revenue sales on a gross basis within Product revenue to recognizing net hardware commission revenue as an agent for Ennoconn, reported within Service revenue. Accordingly, the decrease in Product revenue primarily reflects the Hardware Business Transition. Service revenue for the nine months ended September 30, 2026 increased 3% compared to the nine months ended September 30, 2025 due to the net hardware commission revenue recognized beginning in the second quarter of 2026 from the Hardware Business Transition, as previously discussed, as well as increases in payments revenue and hardware maintenance revenue, offset by a decrease in non-recurring installation services and SaaS solutions revenues as compared to the prior year period. Recurring revenue increased 3% for the nine months ended September 30, 2026 compared to the nine months ended September 30, 2025 primarily driven by payments revenue, hardware maintenance revenue, software maintenance revenue, and software license revenue.

Gross Margin

In millions	Three months ended September 30 2026	2025	Percentage of Revenue [1] 2026	2025	Increase (Decrease) 2026 vs 2025
Product gross margin	**$ 6**	$ 31	**17.1 %**	15.7 %	(81)%
Service gross margin	**171**	133	**33.9 %**	27.8 %	29 %
Total gross margin	**$ 177**	$ 164	**32.8 %**	24.2 %	8 %

[1] The percentage of revenue is calculated for each line item divided by the related component of revenue.

For the three months ended September 30, 2026 compared to the three months ended September 30, 2025

Gross margin as a percentage of revenue in the three months ended September 30, 2026 was 32.8% compared to 24.2% in the three months ended September 30, 2025. Product gross margin for the three months ended September 30, 2026 was impacted by the Company's Hardware Business Transition. Beginning April 1, 2026, as a result of the Hardware Business Transition, hardware revenue and the related cost of product revenue were largely excluded from Product gross margin. The remaining Product gross margin benefited from an improved mix of higher-margin software license revenue compared to the prior year period. Service gross margin increased due to hardware commission gross margin related to the Hardware Business Transition, as well as increases in hardware maintenance, professional services and payments gross margin, offset by declines in gross margin for non-recurring installation services and SaaS solutions in the three months ended September 30, 2026 as compared to the three months ended September 30, 2025.

	Nine months ended September 30		Percentage of Revenue [1]		Increase (Decrease)
In millions	**2026**	**2025**	**2026**	**2025**	**2026 vs 2025**
Product gross margin	**$ 19**	$ 54	**9.0 %**	10.1 %	(65)%
Service gross margin	**444**	394	**30.5 %**	27.9 %	13 %
Total gross margin	**$ 463**	$ 448	**27.8 %**	23.0 %	3 %

For the nine months ended September 30, 2026 compared to the nine months ended September 30, 2025

Gross margin as a percentage of revenue in the nine months ended September 30, 2026 was 27.8% compared to 23.0% in the nine months ended September 30, 2025. Product gross margin for the nine months ended September 30, 2026 was impacted by the Company's Hardware Business Transition. Beginning April 1, 2026, as a result of the Hardware Business Transition, hardware revenue and the related cost of product revenue were largely excluded from Product gross margin. The remaining Product gross margin benefited from an improved mix of higher-margin software license revenue compared to the prior year period. Also included in product gross margin were strategic initiative costs of $5 million for the nine months ended September 30, 2026 compared to $4 million for the nine months ended September 30, 2025. These one-time strategic initiative costs relate to expenses incurred for the Hardware Business Transition. Service gross margin increased due to hardware commission gross margin related to the Hardware Business Transition, as well as improved margins for hardware maintenance, professional services, payments and software maintenance, offset by declines in gross margin for SaaS solutions and installation services in the nine months ended September 30, 2026 as compared to the nine months ended September 30, 2025.

Selling, General and Administrative Expenses

	Three months ended September 30		Percentage of Total Revenue		Increase (Decrease)
In millions	**2026**	**2025**	**2026**	**2025**	**2026 vs 2025**
Selling, general and administrative expenses	**$ 104**	$ 110	**19.3 %**	16.2 %	(5)%

For the three months ended September 30, 2026 compared to the three months ended September 30, 2025

Selling, general and administrative expenses were $104 million in the three months ended September 30, 2026, compared to $110 million in the three months ended September 30, 2025. As a percentage of revenue, selling, general and administrative expenses were 19.3% and 16.2% in the three months ended September 30, 2026 and 2025, respectively. The decrease in selling, general and administrative expenses for the three months ended September 30, 2026 compared to the prior year period is due to the cost reduction initiatives implemented during the period.

In millions	Nine months ended September 30 2026	2025	Percentage of Total Revenue 2026	2025	Increase (Decrease) 2026 vs 2025
Selling, general and administrative expenses	**$ 326**	$ 330	**19.5 %**	16.9 %	(1)%

For the nine months ended September 30, 2026 compared to the nine months ended September 30, 2025

Selling, general and administrative expenses were $326 million compared to $330 million in the nine months ended September 30, 2026 and 2025, respectively. As a percentage of revenue, selling, general and administrative expenses were 19.5% and 16.9% in the nine months ended September 30, 2026 and 2025, respectively. The overall decrease in selling, general and administrative expenses during the nine months ended September 30, 2026 compared to the prior year period is due to the cost reduction initiatives implemented during the period.

Research and Development Expenses

In millions	Three months ended September 30 2026	2025	Percentage of Total Revenue 2026	2025	Increase (Decrease) 2026 vs 2025
Research and development expenses	**$ 31**	$ 40	**5.8 %**	5.9 %	(23)%

For the three months ended September 30, 2026 compared to the three months ended September 30, 2025

Research and development expenses were $31 million in the three months ended September 30, 2026, compared to $40 million in the three months ended September 30, 2025. As a percentage of revenue, research and development costs were 5.8% and 5.9% in the three months ended September 30, 2026 and 2025, respectively. Research and development expenses in the three months ended September 30, 2026 have decreased compared to the prior year period due to cost reduction initiatives implemented during the period, including the use of artificial intelligence as a software development tool.

In millions	Nine months ended September 30 2026	2025	Percentage of Total Revenue 2026	2025	Increase (Decrease) 2026 vs 2025
Research and development expenses	**$ 100**	$ 112	**6.0 %**	5.7 %	(11)%

For the nine months ended September 30, 2026 compared to the nine months ended September 30, 2025

Research and development expenses were $100 million compared to $112 million in the nine months ended September 30, 2026 and 2025, respectively. As a percentage of revenue, these costs were 6.0% and 5.7% in the nine months ended September 30, 2026 and 2025, respectively. The overall decrease in research and development expenses in the nine months ended September 30, 2026 compared to the prior year period is due to cost reduction initiatives implemented during the year, including the use of artificial intelligence as a software development tool.

Interest Expense

In millions	Three months ended September 30 2026	2025	Increase (Decrease) 2026 vs 2025
Interest expense	**$ 16**	$ 15	7 %

For the three months ended September 30, 2026 compared to the three months ended September 30, 2025

Interest expense was $16 million and $15 million for the three months ended September 30, 2026 and 2025, respectively. Interest expense is primarily related to our senior unsecured notes and borrowings under the Senior Secured Credit Facility.

In millions	Nine months ended September 30 2026	2025	Increase (Decrease) 2026 vs 2025
Interest expense	**$ 46**	$ 44	5 %

For the nine months ended September 30, 2026 compared to the nine months ended September 30, 2025

Interest expense was $46 million compared to $44 million for the nine months ended September 30, 2026 and 2025, respectively. Interest expense is primarily related to our senior unsecured notes and borrowings under the Senior Secured Credit Facility.

Other Income (Expense), net

Other income (expense), net was expense of $5 million and $23 million for the three months ended September 30, 2026 and 2025, respectively, and expense of $13 million and $18 million for the nine months ended September 30, 2026 and 2025, respectively. The components of Other income (expense), net are reflected in the following table:

In millions	Three months ended September 30 2026	2025	Nine months ended September 30 2026	2025
Interest income	**$ 1**	$ —	**$ 2**	$ 7
Foreign currency fluctuations and foreign exchange contracts	**(3)**	(1)	**(4)**	(2)
Bank-related fees	**(1)**	(1)	**(3)**	(3)
Employee benefit plans	**—**	(1)	**(2)**	(3)
Other, net	**(2)**	(20)	**(6)**	(17)
Other income (expense), net	**$ (5)**	$ (23)	**$ (13)**	$ (18)

Included in Other, net for the three and nine months ended September 30, 2026 are strategic initiative costs of $2 million and $17 million, respectively, related to the Hardware Business Transition. Additionally, included in Other, net for the three and nine months ended September 30, 2026 is income related to the sale of certain intangible assets with no carrying value of $3 million and $9 million, respectively.

Income Taxes

In millions	Three months ended September 30 2026	2025	Nine months ended September 30 2026	2025
Income tax expense (benefit)	**$ 7**	$ (6)	**$ (33)**	$ (17)

For the three months ended September 30, 2026 compared to the three months ended September 30, 2025

Income tax provisions for interim (quarterly) periods are based on an estimated annual effective income tax rate calculated separately from the effect of significant, infrequent, or unusual items. Income tax expense from continuing operations was $7 million for the three months ended September 30, 2026 compared to an income tax benefit of $6 million for the three months ended September 30, 2025. The increase in income tax expense was primarily driven by higher income from continuing operations before taxes, partially offset by favorable changes in discrete tax expenses and benefits for the three months ended September 30, 2026 compared to the prior year.

For the nine months ended September 30, 2026 compared to the nine months ended September 30, 2025

Income tax benefit was $33 million for the nine months ended September 30, 2026 compared to an income tax benefit of $17 million for the nine months ended September 30, 2025. The increase in income tax benefit was primarily driven by changes in the geographic earnings mix, partially offset by a lower loss from continuing operations before taxes for the nine months ended September 30, 2026.

Income (Loss) from Discontinued Operations

	Three months ended September 30		Nine months ended September 30	
In millions	**2026**	**2025**	**2026**	**2025**
Income (loss) from discontinued operations, net of tax	**$ 10**	$ (1)	**$ 10**	$ 3

For the three months ended September 30, 2026 compared to the three months ended September 30, 2025

The Company recognized income from discontinued operations, net of tax, of $10 million for the three months ended September 30, 2026, consisting of $22 million of income from discontinued operations related to the sale of the Japan bank technology solutions business and $12 million of loss from discontinued operations related to the Company's environmental remediation matters.

The Company recognized $1 million of loss from discontinued operations, net of tax, for the three months ended September 30, 2025, consisting of $1 million of income related to the Japan bank technology solutions business and $2 million of loss from discontinued operations related to the Company's environmental remediation matters.

For the nine months ended September 30, 2026 compared to the nine months ended September 30, 2025

The Company recognized $10 million of income from discontinued operations, net of tax, for the nine months ended September 30, 2026, consisting of $21 million of income from discontinued operations related to the sale of the Japan bank technology solutions business and $11 million of loss from discontinued operations related to the Company's environmental remediation matters.

The Company recognized income from discontinued operations, net of tax, of $3 million for the nine months ended September 30, 2025, consisting of $3 million of income related to the Japan bank technology solutions business and no income or loss from discontinued operations related to the Company's environmental remediation matters.

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

Revenue and Adjusted EBITDA by Segment

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

Corporate and Other includes income and expenses related to corporate functions that are not specifically attributable to either of our two individual reportable segments along with certain non-strategic businesses that are considered immaterial operating segment(s) and commercial agreements with NCR Atleos.

The following tables show our segment revenue and Adjusted EBITDA for the three and nine months ended September 30, 2026 and 2025, the relative percentage that those amounts represent to segment revenue, and the change in those amounts year-over-year.

	Three months ended September 30		Percentage of Revenue [1]		Increase (Decrease)
In millions	2026	2025	2026	2025	2026 vs 2025
Revenue					
Retail	**$ 377**	$ 467	**69.9 %**	69.0 %	(19)%
Restaurants	**162**	210	**30.1 %**	31.0 %	(23)%
Total segment revenue	**$ 539**	$ 677	**100.0 %**	100.0 %	(20)%
Other	**—**	—	**— %**	— %	n/m
Total revenue	**$ 539**	$ 677	**100.0 %**	100.0 %	(20)%
Adjusted EBITDA by Segment					
Retail	**$ 107**	$ 90	**28.4 %**	19.3 %	19 %
Restaurants	**$ 73**	$ 74	**45.1 %**	35.2 %	(1)%

[1] The percentage of revenue is calculated for each line item divided by total revenue, except for Adjusted EBITDA, which is divided by the related component of revenue.

For the three months ended September 30, 2026 compared to the three months ended September 30, 2025

Retail revenue decreased 19% for the three months ended September 30, 2026, compared to the three months ended September 30, 2025. The decrease in revenue was primarily attributable to the Company's Hardware Business Transition. As previously disclosed, effective April 1, 2026, the Company transitioned from recognizing hardware sales on a gross basis to recognizing net commission revenue as an agent for Ennoconn. The decrease in revenue was also due to a decline in non-recurring installation service, hardware maintenance, and professional services revenues, offset by an increase in SaaS solutions, payments, software license, and software maintenance revenues. Retail recurring revenue grew by 4% when comparing the three months ended September 30, 2026 to the three months ended September 30, 2025.

Restaurants revenue decreased 23% for the three months ended September 30, 2026, compared to the three months ended September 30, 2025. The decrease in revenue was primarily attributable to the Company's Hardware Business Transition. As previously disclosed, effective April 1, 2026, the Company transitioned from recognizing hardware sales on a gross basis to recognizing net commission revenue as an agent for Ennoconn. The decrease in revenue was also due to a decline in SaaS solutions, software license, software maintenance, professional services and non-recurring installation service revenues. These decreases in revenue were partially offset by an increase in hardware maintenance and payments revenues. Restaurants recurring revenue declined by 3% when comparing the three months ended September 30, 2026 to the three months ended September 30, 2025.

	Nine months ended September 30		Percentage of Revenue [1]		Increase (Decrease)
In millions	2026	2025	2026	2025	2026 vs 2025
Revenue					
Retail	**$ 1,169**	$ 1,341	**70.1 %**	68.8 %	(13)%
Restaurants	**499**	606	**29.9 %**	31.1 %	(18)%
Total segment revenue	**$ 1,668**	$ 1,947	**100.0 %**	99.9 %	(14)%
Other	**—**	2	**— %**	0.1 %	(100)%
Total revenue	**$ 1,668**	$ 1,949	**100.0 %**	100.0 %	(14)%
Adjusted EBITDA by Segment					
Retail	**$ 282**	$ 236	**24.1 %**	17.6 %	19 %
Restaurants	**$ 185**	$ 201	**37.1 %**	33.2 %	(8)%

[1] The percentage of revenue is calculated for each line item divided by total revenue, except for Adjusted EBITDA, which is divided by the related component of revenue.

Segment Revenue

For the nine months ended September 30, 2026 compared to the nine months ended September 30, 2025

Retail revenue decreased 13% for the nine months ended September 30, 2026, compared to the nine months ended September 30, 2025. The decrease in revenue was primarily attributable to the Company's Hardware Business Transition. As previously disclosed, effective April 1, 2026, the Company transitioned from recognizing hardware sales on a gross basis to recognizing net commission revenue as an agent for Ennoconn. The decrease in revenue was also due to a decline in non-recurring installation service and professional services revenues, offset by an increase in SaaS solutions, payments, software license, hardware maintenance and software maintenance revenues. Retail recurring revenue grew by 5% when comparing the nine months ended September 30, 2026 to the nine months ended September 30, 2025.

Restaurants revenue decreased 18% for the nine months ended September 30, 2026, compared to the nine months ended September 30, 2025. The decrease in revenue was primarily attributable to the Company's Hardware Business Transition. As previously disclosed, effective April 1, 2026, the Company transitioned from recognizing hardware sales on a gross basis to recognizing net commission revenue as an agent for Ennoconn. The decrease in revenue was also due to a decline in SaaS solutions, software license, software maintenance, professional services and non-recurring installation service revenues. These decreases in revenue were partially offset by an increase in hardware maintenance and payments revenues. Restaurants recurring revenue declined by 1% when comparing the nine months ended September 30, 2026 to the nine months ended September 30, 2025.

Segment Adjusted EBITDA

For the three and nine months ended September 30, 2026 compared to the three and nine months ended September 30, 2025

Retail Adjusted EBITDA increased 19% for both the three and nine months ended September 30, 2026 compared to the prior year periods, mainly due to a favorable software revenue mix and the Company's cost reduction initiatives implemented during the year.

Restaurants Adjusted EBITDA decreased 1% and 8% for the three and nine months ended September 30, 2026, respectively, compared to the prior year periods, due to the decrease in revenue, as discussed above.

Financial Condition, Liquidity and Capital Resources

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

As of September 30, 2026, our cash and cash equivalents totaled $275 million and our total debt was $1.1 billion. Our borrowing capacity under our senior secured credit facilities was $475 million as of September 30, 2026. Our ability to generate positive cash flows from operations is dependent on general economic conditions, and the competitive environment in our industry, and is subject to business and other risk factors, including as detailed in our filings with the SEC. If we are unable to generate sufficient cash flows from operations, or otherwise comply with the terms of our credit facilities, we may be required to seek additional financing alternatives.

The following table summarizes our cash flows from operating activities, investing activities and financing activities for the nine months ended September 30, 2026 and 2025. The Consolidated Statements of Cash Flows include the results of continuing and discontinued operations.

	Nine months ended September 30	
In millions	**2026**	**2025**
Net cash provided by (used in) operating activities	**$ 76**	$ (270)
Net cash provided by (used in) investing activities	**17**	(110)
Net cash provided by (used in) financing activities	**(51)**	(90)

Operating Activities Cash provided by operating activities was $76 million in the nine months ended September 30, 2026, compared to cash used in operating activities of $270 million in the nine months ended September 30, 2025. The increase in cash provided by operating activities was driven by the payment of taxes related to the Digital Banking Sale of $284 million during the three months ended June 30, 2025, as well as movement in the net working capital accounts.

Capital Expenditures and Other Investing Activities Our principal capital expenditures are for software (purchased and internally developed) and additions to property and equipment. We invested approximately $114 million and $119 million in capital expenditures during the nine months ended September 30, 2026 and 2025, respectively. We expect to continue investing in property and equipment, purchased software and internally developed software to support our business. The Company received $32 million of net cash proceeds from the sale of its Japan bank technology solutions business and collected $95 million on the non-operating receivables due from Ennoconn related to the Hardware Business Transition during the nine months ended September 30, 2026.

Financing Activities Cash used in financing activities was $51 million in the nine months ended September 30, 2026, compared to cash used in financing activities of $90 million in the nine months ended September 30, 2025. During the nine months ended September 30, 2026, the Company repurchased $28 million under the Repurchase Program, compared to $69 million in the nine months ended September 30, 2025. Additional financing activities included dividends paid on the Series A preferred stock, proceeds from employee stock plans as well as payments made for share repurchases and tax withholding payments on behalf of employees for stock-based awards that vested. Financing activities also include borrowings and repayments under our senior secured credit facilities as well as our unsecured senior notes.

Net cash provided by or used in operating activities of discontinued operations related to the Japan bank technology solutions business was cash used in operating activities of $1 million and cash provided by operating activities of $4 million for the nine months ended September 30, 2026 and 2025, respectively. Net cash provided by or used in operating activities of discontinued operations related to environmental obligations was cash used in operating activities of $7 million and $17 million for the nine months ended September 30, 2026 and 2025, respectively.

Long Term Borrowings The senior secured credit facilities include a term loan facility in an initial aggregate principal amount of $200 million, which the Company had repaid in full as of September 30, 2026. Additionally, the senior secured credit facilities include a five-year revolving credit facility with an aggregate principal amount of $500 million, of which zero was outstanding as of September 30, 2026. The revolving credit facility also contains a sub-facility to be used for letters of credit, and as of September 30, 2026, there were $25 million letters of credit outstanding.

As of September 30, 2026, we had outstanding $650 million aggregate principal balance of 5.000% senior unsecured notes due in 2028, $403 million in aggregate principal balance of 5.125% senior unsecured notes due in 2029 and $52 million in aggregate principal balance of 5.250% senior unsecured notes due in 2030.

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

Employee Benefit Plans In 2026, we expect to make contributions of $12 million to our international pension plans and $26 million to our postemployment plan. For additional information, refer to Note 8, “Employee Benefit Plans”, of the Notes to Condensed Consolidated Financial Statements.

Series A Convertible Preferred Stock As of September 30, 2026, the redemption value of the Series A Preferred Stock was approximately $207 million. Holders of Series A Convertible Preferred Stock are entitled to a cumulative dividend at the rate of 5.5% per annum, payable quarterly in arrears. Beginning in the first quarter of 2020, dividends are payable in cash or in-kind at the option of the Company. During the three months ended September 30, 2026 and 2025, the Company paid cash dividends of $3 million and $3 million, respectively.

Prior to the close of business on October 17, 2023, the Series A Convertible Preferred Stock was convertible at the option of the holders at any time into shares of common stock at a conversion price of $30.00 per share, or a conversion rate of 33.333 shares of common stock per share of Series A Convertible Preferred Stock. As a result of the Spin-Off, the conversion rate of the Series A Convertible Preferred Stock was adjusted pursuant to its terms to 57.5601 shares of common stock per share of Series A Convertible Preferred Stock. As of September 30, 2026, the maximum number of common shares that could be required to be issued upon conversion of the outstanding shares of the Series A Convertible Preferred Stock was 11.9 million shares, which

would represent approximately 8% of our outstanding common stock as of September 30, 2026, including the preferred shares on an as-converted basis.

Cash and Cash Equivalents Held by Foreign Subsidiaries Cash and cash equivalents held by the Company's foreign subsidiaries at September 30, 2026 and December 31, 2025 were $158 million and $120 million, respectively. Under current tax laws and regulations, if cash and cash equivalents and short-term investments held outside the U.S. are distributed to the U.S. in the form of dividends or otherwise, we may be subject to additional U.S. income taxes and foreign withholding taxes, which could be significant.

Summary As of September 30, 2026, our cash and cash equivalents totaled $275 million and our total debt was $1.1 billion, excluding deferred fees. As of September 30, 2026, our borrowing capacity under the revolving credit facility was approximately $475 million. Our ability to generate positive cash flows from operations is dependent on general economic conditions, the competitive environment in our industry, and is subject to the business and other risk factors described in Item 1A of Part I of the Company's 2025 Annual Report on Form 10-K and Item 1A of Part II of this Quarterly Report on Form 10-Q (as applicable). If we are unable to generate sufficient cash flows from operations, or otherwise comply with the terms of our credit facilities, we may be required to seek additional financing alternatives.

We believe that we have sufficient liquidity based on our current cash position and existing financing to meet our expected pension, postemployment, and postretirement plan contributions, remediation payments related to environmental matters, debt servicing obligations, payments related to separation, transformation and restructuring initiatives, and in the long-term (i.e., beyond September 30, 2027) to meet our material cash requirements.

Material Cash Requirements from Contractual and Other Obligations

There have been no significant changes in our contractual and other commercial obligations as described in our Form 10-K for the year ended December 31, 2025.

Critical Accounting Policies and Estimates

Critical accounting policies are those that are most important to the portrayal of our financial position and results of operations. These policies require highly subjective or complex judgments, often employing the use of estimates about the effect of matters that are inherently uncertain. Our most critical accounting estimates pertain to revenue recognition, inventory valuation, goodwill and intangible assets, pension, postretirement and postemployment benefits, environmental and legal contingencies, and income taxes, which are described in Item 7 of our 2025 Form 10-K.

New Accounting Pronouncements

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

Forward-Looking Statements

This Quarterly Report on Form 10-Q (this "Quarterly Report") contains "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995 (the "Act"), Section 27A of the Securities Act of 1933, and Section 21E of the Securities Exchange Act of 1934 (the "Exchange Act"). Forward-looking statements may appear throughout this Quarterly Report and can generally be identified by words such as "expect," "target," "anticipates," "outlook," "guidance," "intend," "plan," "believe," "will," "should," "would," "potential," "forecast," "proposed," "planned," "objective," "estimate," "expected," "likely," "could," "may," and similar expressions referencing future events, conditions or circumstances. We intend for these forward-looking statements to be covered by the safe harbor provisions contained in the Act that are applicable to forward-looking statements. Examples of forward-looking statements include, without limitation, the Company's plans, strategies, projections, future financial or operational results, events, trends, and economic and other future conditions. Forward-looking statements in this Quarterly Report include, without limitation, statements regarding: the Company's plans, strategies, projections, future financial or operational results, events, trends, and economic and other future conditions; the Company's plans, strategies, or objectives for future operations and offerings, including the Company's suite of microservices-based applications, and its Voyix Commerce Platform; the expected benefits resulting from the Hardware Business Transition; the estimated or anticipated future results and benefits of the Company's plans and operations; the Company's expectations of demand for its solutions and service offerings; and statements regarding the Company's ability to deliver increased value to customers and stockholders. Forward-looking statements are based solely on management's current beliefs, expectations and assumptions, whether express or implied, regarding the future, which may prove to be inaccurate. Actual results could differ materially from expectations expressed or implied by such forward-looking statements due to a number of factors, such as the risks and uncertainties, including, but not limited to, the following: our ability to successfully execute our growth strategy; our ability to successfully develop new solutions that achieve market acceptance and keep pace with technological developments; our ability to maintain a consistently high level of customer service; our ability to achieve some or all of the expected benefits of our cost reduction initiatives; the success of our strategic relationships with third parties and our ability to integrate with third-party applications and software; risks related to tariffs, sanctions and trade barriers, and the related impact on macroeconomic conditions; the availability or applicability of tariff and duty exemptions to our products; the failure of our past or future acquisitions, divestitures and other strategic transactions to produce the anticipated results; potential indemnification obligations to NCR Atleos or a refusal of NCR Atleos to indemnify us pursuant to agreements executed in the spin-off; our ability to protect our systems and data from cybersecurity threats (including artificial intelligence) or other technological risks; risks related to evolving global laws and regulations relating to data privacy, data protection and information security; our ability to protect our intellectual property; unexpected costs in connection with environmental liabilities relating to the Company's historical operations; extensive competition in our markets; disruptions in our data center hosting and public cloud facilities; risks related to defects, errors, installation difficulties or development delays; the failure of our artificial intelligence capabilities to operate as anticipated; our ability to maintain and update our information technology systems; changes in U.S. or foreign trade policies and domestic and global economic and credit conditions; risks related to geopolitical or armed conflicts in a region where we operate; our ability to retain key employees, or to recruit, develop and retain qualified employees; the inability of third party suppliers to fulfill our needs; risks related to our level of indebtedness; our ability to continue to access or renew financing sources and obtain capital; our failure to maintain effective internal control over financial reporting; and other factors included in "Item 1A-Risk Factors" of our most recent Annual Report on Form 10-K and in other documents that we file with the U.S. Securities and Exchange Commission ("SEC"), which we advise you to review.

Should one or more of these risks or uncertainties materialize, or should underlying assumptions prove incorrect, actual results may vary materially from those set forth in the forward-looking statements. Any forward-looking statement speaks only as of the date on which it is made and should not be relied upon as representing our plans and expectations as of any subsequent date. The Company does not undertake any obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, except as required by law.

Item 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Market Risk

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

Foreign Exchange Risk

Since a portion of our operations and revenue occur outside the United States, and in currencies other than the U.S. Dollar, our results can be significantly impacted by changes in foreign currency exchange rates. We have exposure to approximately 25 functional currencies and are exposed to foreign currency exchange risk with respect to our sales, profits and assets and liabilities denominated in currencies other than the U.S. Dollar. Although we use financial instruments to hedge certain foreign currency risks, we are not fully protected against foreign currency fluctuations and our reported results of operations could be affected by changes in foreign currency exchange rates. To manage our exposures and mitigate the impact of currency fluctuations on the operations of our foreign subsidiaries, we hedge our main transactional exposures. We use derivatives not designated as hedging instruments consisting primarily of forward contracts to hedge foreign currency denominated balance sheet exposures. For these derivatives we recognize gains and losses in the same period as the remeasurement losses and gains of the related foreign currency-denominated exposures.

For purposes of analyzing potential risk, we use sensitivity analysis to quantify potential impacts that market rate changes may have on the fair values of our hedge portfolio. The sensitivity analysis represents the hypothetical changes in value of the hedge position and does not reflect the related gain or loss on the forecasted underlying transaction. A 10% appreciation in the value of the U.S. Dollar against foreign currencies from the prevailing market rates would have resulted in a corresponding decrease in the fair value of the hedge portfolio of less than $28 million as of September 30, 2026. A 10% depreciation in the value of the U.S. Dollar against foreign currencies from the prevailing market rates would have resulted in a corresponding increase in the fair value of the hedge portfolio of $31 million as of September 30, 2026. The Company expects that any increase or decrease in the fair value of the portfolio would be substantially offset by increases or decreases in the underlying exposures being hedged.

The U.S. Dollar was stronger in the third quarter of 2026 compared to the third quarter of 2025 based on comparable weighted average exchange rates for our functional currencies. This excludes the effects of our hedging activities and, therefore, does not reflect the actual impact of fluctuations in exchange rates on our operating income.

Interest Rate Risk

Approximately 100% of our borrowings were on a fixed rate basis as of September 30, 2026 and we did not have any outstanding interest rate derivative contracts as of September 30, 2026. We are subject to interest rate risk related to variable-rate debt when we borrow from our Revolving Credit Facility. As of September 30, 2026 and December 31, 2025, we had no borrowings under the facility.

Historically, we utilized interest rate swap contracts and interest rate cap agreements to add stability to interest expense and to manage exposure to interest rate movements as part of our interest rate risk management strategy. Payments and receipts related to interest rate cap agreements and interest rate swap contracts are included in cash flows from operating activities in the Consolidated Statements of Cash Flows. Refer to Note 12, “Derivatives and Hedging Instruments”, for further information.

Concentrations of Credit Risk

We are potentially subject to concentrations of credit risk on accounts receivable and financial instruments, such as hedging instruments and cash and cash equivalents. Credit risk includes the risk of nonperformance by counterparties. The maximum potential loss may exceed the amount recognized on the balance sheet. Exposure to credit risk is managed through credit approvals, credit limits, selecting major international financial institutions as counterparties to hedging transactions, and monitoring procedures. Our business often involves large transactions with customers for which we do not require collateral. If one or more of those customers were to default in its obligations under applicable contractual arrangements, we could be

exposed to potentially significant losses. Moreover, a prolonged downturn in the global economy could have an adverse impact on the ability of our customers to pay their obligations on a timely basis. We believe that the reserves for potential losses are adequate. As of September 30, 2026, we did not have any significant concentration of credit risk related to financial instruments.

Item 4. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

The Company has established disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) of the Securities Exchange Act of 1934, as amended (the Exchange Act)). The Company's management carried out an evaluation, under the supervision and with the participation of its Chief Executive and Chief Financial Officers, of the effectiveness of the design and operation of the Company's disclosure controls and procedures as of September 30, 2026. Based on this evaluation, the Company's Chief Executive and Chief Financial Officers have concluded that the Company's disclosure controls and procedures were effective as of September 30, 2026 to provide reasonable assurance that the information required to be disclosed by the Company in reports that it files or submits under the Exchange Act is (i) recorded, processed, summarized and reported within the time periods specified in the SEC rules and forms and (ii) accumulated and communicated to management, including the Company's Chief Executive and Chief Financial Officers, as appropriate, to allow timely decisions regarding required disclosure.

Changes in Internal Control over Financial Reporting

There have been no changes in the Company's internal control over financial reporting that occurred during the three months ended September 30, 2026 that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

Part II. Other Information

Item 1. LEGAL PROCEEDINGS

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

Item 1A. RISK FACTORS

In addition to the other information set forth in this Quarterly Report, you should carefully consider the risk factors and other cautionary statements described under Part I, Item 1A. "Risk Factors" in the Company's 2025 Annual Report on Form 10-K, which could materially affect our business, financial condition or future results. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial also may materially and adversely affect our business, financial condition or future results. There have been no material changes in our risk factors from those described in the 2025 Annual Report on Form 10-K.

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

In May 2025, the Board of Directors (the "Board") approved an amended and restated share repurchase program (the "Repurchase Program"), with no expiration from the date of authorization, that provided for a total aggregate repurchase authority of $200 million, to repurchase shares of the Company's common stock and Series A preferred stock. Taking into account prior repurchases under the Repurchase Program, on February 12, 2026, the Board amended the Repurchase Program to add an incremental $178 million of repurchase authority under the program, which brought the total remaining aggregate repurchase authority under the program at the time to $300 million. As of September 30, 2026, the Repurchase Program had an existing aggregate remaining repurchase authority of $272 million.

We may utilize the Repurchase Program from time to time to opportunistically repurchase common stock and Series A preferred stock based on varying factors. The timing and amount of repurchases under the Repurchase Program will depend upon varying factors, including stock price, the Company's performance, market conditions and other possible uses of cash. Repurchases under the Repurchase Program may be made from time to time in open market purchases, privately negotiated transactions, accelerated stock repurchase programs, issuer self-tender offers or otherwise. The repurchases will be made in compliance with applicable securities laws and may be discontinued at any time.

The Company's 2026 Stock Incentive Plan and 2017 Stock Incentive Plan allow shares to be surrendered to the Company to satisfy tax withholding obligations associated with the vesting of restricted stock units. The following table sets forth information with respect to our repurchases of shares of common stock (including shares surrendered to satisfy tax withholding) during the three months ended September 30, 2026.

Period	Total number of shares purchased[1]	Average price paid per share	Total number of shares purchased as part of publicly announced plans or programs	Approximate dollar value of shares that may yet be purchased under the plans or programs (in millions)[2]
7/1/2026 - 7/31/2026	4,693	$ 8.50	—	$ 280
8/1/2026 - 8/31/2026	86,025	$ 8.30	—	$ 280
9/1/2026 - 9/30/2026	1,145,569	$ 7.03	1,138,686	$ 272

[1] For the three months ended September 30, 2026, approximately 97,601 shares were surrendered to the Company to satisfy tax withholding obligations associated with the vesting of restricted stock units issued to employees under the 2017 Stock Incentive Plan. With respect to these surrendered shares, the price paid per share is based on the fair value at the time of surrender.

[2] Represents amounts available for repurchases under the Repurchase Program as of September 30, 2026.

The Company's ability to repurchase its common stock and preferred stock is subject to (i) certain restrictions under the terms of the Company's senior secured revolving credit facility and the indentures governing its senior unsecured notes and (ii) the discretion of the Company's Board of Directors. These restrictions are described in greater detail in the Company's senior secured credit facilities and the indentures governing its senior unsecured notes.

Item 5. OTHER INFORMATION

During the fiscal quarter ended September 30, 2026, no director or officer of the Company adopted or terminated a "Rule 10b5-1 trading arrangement" or "non-Rule 10b5-1 trading arrangement," as each term is defined in Item 408(a) of the SEC's Regulation S-K.

Executive Appointments

On November 3, 2026, the Board appointed Darren Wilson, (previously the Company's Executive Vice President and President, Retail and Payments), as President of the Company, effective November 5, 2026 (the "Effective Date"). In connection with Mr. Wilson's appointment, James G. Kelly will continue to serve as the Company's Chief Executive Officer and as a member of the Board but will cease to serve as President as of the Effective Date.

Mr. Wilson, age 59, has served as Executive Vice President and President, Retail and Payments since February 2025. He joined the Company in November 2024 as Executive Vice President and President, International. Before joining the Company, Mr. Wilson served as President, International at EVO Payments, Inc. from April 2014 to March 2023, and earlier held leadership roles at Worldpay UK, Global Payments Inc. and HSBC Banking Group. There are no arrangements or understandings between Mr. Wilson and any other person under which he was selected as President, and he has no family relationships with any director or executive officer of the Company. Mr. Wilson has no direct or indirect material interest in any transaction required to be disclosed under Item 404(a) of Regulation S-K.

In connection with Mr. Wilson's appointment as President of the Company, on November 4, 2026, the Company and Mr. Wilson entered into an amendment to Mr. Wilson's Statement of Terms & Conditions of Employment dated November 1, 2024, as amended on February 9, 2025. The amendment provides for: (i) Mr. Wilson's new title of President; (ii) an increase in his annual base salary to £488,721; (iii) an increase in his annual target long-term incentive award value to $3,000,000; and (iv) if his employment is terminated by the Company without cause, vesting of his equity awards in an amount equal to the greater of 50% or pro rata vesting.

On November 3, 2026, the Board appointed Brendan Tansill as Executive Vice President and President, Retail and Payments of the Company, effective December 14, 2026, succeeding Mr. Wilson in such role.

In addition, on November 2, 2026, the Compensation Committee of the Board approved the amendment and restatement of the NCR Voyix Corporation 2024 Executive Severance Plan (as amended and restated, the "Severance Plan") to create a severance tier for the President of the Company equal to the Chief Financial Officer's tier (1.5 times base salary plus target bonus for a qualifying termination not connected with a change in control, and 2.0 times base salary plus target bonus for a qualifying termination connected with a change in control).

The foregoing descriptions are summaries and are qualified in their entirety by the full text of the amendment to Mr. Wilson's employment agreement and the Severance Plan, which are filed as Exhibits 10.1 and 10.2 to this Quarterly Report on Form 10-Q and incorporated herein by reference.

Item 6. EXHIBITS

10.1	Amendment to Employment Contract, dated November 4, 2026, between Darren Wilson and NCR Voyix Corporation.*†
10.2	NCR Voyix Corporation Amended and Restated Executive Severance Plan, adopted November 2, 2026.*†
31.1	Certification pursuant to Rule 13a-14(a) and Rule 15d-14(a) of the Securities Exchange Act of 1934.†
31.2	Certification pursuant to Rule 13a-14(a) and Rule 15d-14(a) of the Securities Exchange Act of 1934.†
32	Certification pursuant to 18 U.S.C. Section 1350 as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.††
101	The following materials from NCR Voyix Corporation's Quarterly Report on Form 10-Q for the quarter ended September 30, 2026, formatted in iXBRL (Inline Extensible Business Reporting Language): (i) our condensed consolidated statements of operations for the three and nine months ended September 30, 2026 and 2025; (ii) our condensed consolidated statements of comprehensive income (loss) for the three and nine months ended September 30, 2026 and 2025; (iii) our condensed consolidated balance sheets as of September 30, 2026 and December 31, 2025; (iv) our condensed consolidated statements of cash flows for the nine months ended September 30, 2026 and 2025; (v) our condensed consolidated statements of changes in stockholders' equity (deficit) for the three and nine months ended September 30, 2026 and 2025; and (vi) the notes to our condensed consolidated financial statements.
104	Cover Page Interactive Data File, formatted in Inline XBRL and contained in Exhibit 101.

* Management contracts or compensatory plans/arrangements.
† Filed herewith.
†† Furnished herewith.

SIGNATURES

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

NCR VOYIX CORPORATION

Date: November 5, 2026

By: /s/ James Wise

James Wise
Senior Vice President, Chief Accounting Officer
(Principal Accounting Officer)

NCR Limited 4th Floor Capital House 25
Chapel Street London
England NW1 50S

November 4, 2026

PRIVATE AND CONFIDENTIAL

Dear Darren,

Re: Amendment to Employment Contract

We are writing to inform you of an amendment to your employment contract. This letter serves to formally document the changes to your Job Title, Base Salary, Long-Term Equity Award Incentive Program (LTI and Termination Without Cause Vesting, effective from November 5, 2026. Your new terms are defined below:

Job Title:

Your job title is President of NCR Voyix Corporation (the “Company” or “NCR Voyix”).

Base Salary:

Your annual base salary is £488,721. This will be paid monthly via BACS transfer on the 15th of each month for the current calendar month and is subject to deductions for income tax, employee's national insurance contributions and any other deductions required by law.

Long-Term Equity Award Incentive Program (LTI):

As an executive at the Company, you are eligible to participate in the annual LTI Program. Commencing with the 2027 annual grant cycle, your target award for your position is $3,000,000 USD. As an eligible participant, you will be considered for an LTI award based on your individual contributions during the year; your relative performance amongst peers; your future potential to contribute to the Company's success and other factors. LTI awards are discretionary, not guaranteed and are generally granted during first calendar quarter of each year, subject to approval by the Compensation and Human Resource Committee of the Company’s Board of Directors.

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

Termination Without Cause Vesting:

For each of your outstanding and future equity awards, in the event of an Involuntary Termination (other than for Cause) (as defined in each applicable equity award agreement), your unvested stock units will vest in an amount equal to the greater of (i) 50% of the total number of stock units granted under such stock award or (ii) the pro rata vesting amount provided in such equity award agreement. All eligible time-based awards will vest immediately in the event of an Involuntary Termination (other than for Cause) at the

percentage specified above. All eligible performance-based awards will vest at the percentage specified above upon the conclusion of the applicable performance period and based on the Company's actual performance during each such performance period.

All other terms and conditions of your employment contract remain unchanged.

If you have any questions, please do not hesitate to contact Jane Elliott, Chief Human Resources Officer or Jim Kelly, Chief Executive Officer.

Yours sincerely,

/s/ Claire Stanfield
Claire Stanfield
Executive Director, HR Operations

Signed acceptance of amendment to employment contract:

Name: Darren Wilson

Signed: /s/ Darren Wilson

Date: 4 November 2026

NCR VOYIX CORPORATION
AMENDED AND RESTATED EXECUTIVE SEVERANCE PLAN
(Adopted November 2, 2026)

The purpose of the NCR Voyix Corporation Amended and Restated Executive Severance Plan, as amended or amended and restated from time to time (the "Plan"), is to help retain qualified officers and employees of NCR Voyix Corporation (the "Company") through providing them with a higher degree of economic stability in the event of certain qualifying terminations of employment, on the terms and conditions hereinafter stated. The Plan is intended to be "a plan which is unfunded and maintained by an employer primarily for the purpose of providing deferred compensation for a select group of management or highly compensation employees" within the meaning of Sections 201(2), 301(a)(3) and 401(a)(1) of ERISA. All benefits under the Plan will be paid solely from the general assets of the Company.

ARTICLE I
DEFINITIONS

Section 1.01 As used in the Plan, the following terms shall have the respective meanings set forth below:

(a) "Affiliate" means, with respect to any individual or entity, any other individual or entity who, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with, such individual or entity.

(b) "Applicable Period" means six (6) months immediately following the Date of Termination.

(c) "Applicable Percentage" means

- 200% for the Chief Executive Officer;
- 150% for the Chief Financial Officer or the President; or
- 100% for any other Eligible Executive Officer.

(d) "Base Salary" means a Participant's annual salary for all services rendered.

(e) "Board" means the Board of Directors of the Company.

(f) "Bonus" means the annual short term cash incentive bonus payable pursuant to the MIP or any successor plan or other applicable bonus program upon the attainment of pre-established performance goals approved by the Board or the Compensation Committee.

(g) "Cause" means (x) "Cause" as defined in any Individual Agreement, or (y) if there is no Individual Agreement or if it does not define Cause, then, as determined by the Plan Administrator:

(i) the failure on the part of the Participant to perform substantially such Participant's employment duties in any material respect;

(ii) the Participant's breach or violation, in any material respect, of any agreement between the Participant and the Company or any Affiliate or the Company's Code of Conduct or any other material policy of the Company or any Affiliate (as may be amended from time to time);

(iii) the Participant's commission of a material act of dishonesty or breach of trust with regard to the Company or any of its Affiliates; or

(iv) the Participant's indictment for, or plea of guilty or nolo contendere to, a felony or other crime of moral turpitude.

(h) "CIC Applicable Percentage" means:

- 250% for the Chief Executive Officer; or
- 200% for any other Eligible Executive.

(i) "Change in Control" is as defined in the NCR Voyix Corporation 2026 Stock Incentive Plan, as may be amended and/or restated from time to time.

(j) "COBRA" means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

(k) "Code" means the U.S. Internal Revenue Code of 1986, as amended and the regulations and guidance promulgated thereunder.

(l) "Compensation Committee" means the Compensation and Human Resources Committee of the Board.

(m) "Date of Termination" means the date on which a Participant's employment by the Company or any of its Affiliates terminates.

(n) "Disability" means the Participant has suffered a physical or mental illness or injury that has (i) impaired the Participant's ability to substantially perform the Participant's full-time duties with the Company or an Affiliate with or without reasonable accommodation for a period of one-hundred eighty (180) consecutive or nonconsecutive days in a twelve (12) month period; (ii) qualifies the Participant for benefits under the Company's long-term disability plan, including any eligibility or elimination period; and (iii) the Participant shall not have returned to full-time employment with the Company or any of its Affiliates.

(o) "Eligible Executive" means: (i) any full-time employee of the Company or one of its Affiliates who has been designated as an "Executive Officer" or as a Section 16 Officer of the Company; (ii) any Executive Vice President of the Company directly reporting to the Chief Executive Officer; and (iii) any other Executive Vice President of the Company directly reporting to the Company's President.

(p) "Equity Award" means any award granted pursuant to an Equity Plan.

(q) "Equity Plan" means any equity incentive plan maintained by the Company from time to time under which a Participant has been granted an equity-based incentive award, including, without limitation, the NCR Voyix Corporation 2026 Stock Incentive Plan, as may be amended and/or restated from time to time.

(r) "ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

(s) "Excise Tax" means the excise tax imposed by Section 4999 of the Code.

(t) "Good Reason" means (x) "Good Reason" as defined in any Individual Agreement, or (y) if there is no Individual Agreement or if it does not define Good Reason, then the occurrence of any of the following events, without the Participant's prior written consent:

(i) a material diminution in the Participant's title;

(ii) a reduction by the Company of: (A) the Participant's then-current base salary (unless a similar reduction is made in the salary of the majority of the Company's senior executive team) or (B) the Participant's then current Target Bonus;

(iii) a relocation of the Participant's principal business location to an area outside a fifty (50) mile radius of its location as of the date the Participant is selected to participate in the Plan, or if the Participant is located at the Company's headquarters as of the date the Participant is selected to participate in the Plan, the moving of the Participant from the Company's headquarters; or

(iv) any material breach by the Company of the terms of the Participant's Individual Agreement, this Plan, the Equity Plan or any Equity Award agreement.

For purposes of this Plan, any event described above shall constitute Good Reason only if: (A) within thirty (90) days following the date on which the Participant has knowledge of the occurrence of the event, the Participant has delivered written notice to the Company of the Participant's intention to terminate the Participant's employment for Good Reason, (B) the Company fails to cure such circumstances (if susceptible to cure) within thirty (30) days following receipt of such notice and (C) the Participant's employment terminates within one-hundred fifty (150) days from the date on which such Participant has knowledge of the occurrence of the event giving rise to Good Reason.

(u) "Individual Agreement" means an individual employment agreement, offer letter or other contract containing employment terms between a Participant and the Company or an Affiliate.

(v) "MIP" means the NCR Voyix Corporation Management Incentive Program, as may amended and/or restated from time to time.

(w) "Participant" means any Eligible Executive who is selected to be a participant in the Plan by action of the Plan Administrator as specified herein.

(x) "Plan Administrator" means the Compensation Committee or such other person or committee duly authorized by the Compensation Committee to administer the Plan.

(y) "Post-Employment Restrictive Covenants and other Obligations" means the restrictive covenants and other obligations applicable to the Participant and contained in the Company's Confidentiality and Restrictive Covenant Agreement, the Release or, as applicable, in the Participant's Individual Agreement.

(z) "Qualifying Termination" means a (i) termination of the Participant's employment by the Company other than for Cause, death or Disability or (ii) termination of the Participant's employment as a result of a resignation by the Participant for Good Reason. For the avoidance of doubt, a termination of the Participant's employment due to Participant's death or Disability is not a Qualifying Termination.

(aa) "Target Bonus" means, with respect to any year, the amount of the target incentive Bonus for such year that is established for the Participant by the Board or the Compensation Committee (or by the Company in respect of any individual for whom the target incentive Bonus for such year is not established by the Board or Compensation Committee).

ARTICLE II
PARTICIPATION AND SCOPE OF SEVERANCE BENEFITS

Section 2.01 Participation in the Plan.

(a) Subject to Section 2.02 hereof, any Eligible Executive shall be a Participant in the Plan.

(b) A Participant shall cease to participate in the Plan upon the earlier of when such Participant: (a) ceases to be an employee of the Company or any of its Affiliates or (b) is no longer an Eligible Executive. Notwithstanding the foregoing, a Participant who is entitled, as a result of ceasing to be an employee of the Company or any of its Affiliates under the circumstances set forth in Article III hereof, to the payment of benefits under the Plan shall remain a Participant in the Plan until any amounts payable under the Plan have been paid to the Participant.

Section 2.02 Conditions. As a condition precedent to the entitlement of each Participant to the payment and benefits under Sections 3.01(a), (b), (c), (d) and (e) and 3.02 hereof, the Participant agrees to each of the following:

(a) The Participant shall have executed a general release of claims in a form satisfactory to and provided by the Company (the "Release") which will include noncompetition, non-solicitation and other covenants determined by the Company, the Participant has not revoked the Release within any applicable revocation period, and the Release has become effective and irrevocable in accordance with its terms and with applicable law by the deadline set forth in the Release (which shall not exceed sixty (60) days following the Date of Termination).

(b) In the event of any breach by the Participant of any Post-Employment Restrictive Covenants and other Obligations, any rights of such Participant to receive the payments and benefits pursuant to Sections 3.01(a), (b), (c), (d) and (e) and 3.02 hereof shall be suspended (and any payments previously made thereunder may be clawed back pursuant to Section 7.05 hereof). The Participant agrees that suspension of the payments and benefits under Sections 3.01(a), (b), (c), (d) and (e) and 3.02 hereof as a consequence of the Participant's breach of the Post-Employment Restrictive Covenants and other Obligations does not in any way limit the ability of the Company or any Affiliate to pursue injunctive relief or to seek additional damages with respect to the Participant's breach of such obligations; provided, further, that, notwithstanding anything to the contrary herein, any penalty arising from the Participant's obligation to engage in or to refrain from engaging in any activities that are set forth in the Equity Plan or any applicable Equity Award agreement shall be governed by the provisions of such Equity Plan or Equity Award agreement.

Section 2.03 The Plan shall supersede and replace in their entirety any severance benefits to which the Participant would otherwise be entitled under the Participant's Individual Agreement, or any general severance policy or plan maintained by the Company or an Affiliate that provides for severance benefits (unless such agreement, policy or plan expressly provides for severance benefits to be in addition to those provided under the Plan), but shall not supersede or replace any benefits due to the Participant under the Participant's Equity Award agreements. For the avoidance of doubt, the Amended and Restated NCR Corporation Executive Severance Plan and the Amended and Restated NCR Corporation Change in Control Severance Plan were terminated in March 2024 and have no further force and effect.

ARTICLE III
TERMINATION BENEFITS

Section 3.01 Qualifying Termination. If the employment of a Participant terminates as a result of a Qualifying Termination, then the Participant shall be entitled to the following payments and benefits, which shall be payable in accordance with Article IV hereof to the extent applicable:

(a) Accrued Unpaid Bonus. A lump-sum cash amount equal to any accrued but unpaid annual Bonus that was determined to be payable for the immediately preceding year based on actual performance attainment and that the Participant would have received had the Participant remained employed through the date such Bonuses are paid for the year of the Participant's termination;

(b) Prorated Target Bonus. A lump-sum cash amount equal to the prorated portion of the Participant's Target Bonus for the year of termination (prorated based on the Participant's days of service during the applicable annual performance period through the Date of Termination);

(c) Cash Severance Payments. Cash payments in an aggregate amount equal to the Applicable Percentage of the sum of (i) the Participant's Base Salary and (ii) the Participant's Target Bonus, in each case, as in effect immediately prior to the Date of Termination;

(d) Company-Paid COBRA. The Company shall pay the premiums for the Participant and his or her qualified beneficiaries for COBRA medical, dental and vision coverage until the earlier of: (i) eighteen (18) months following the Date of Termination, or (ii) when the Participant is no longer eligible for COBRA coverage. The benefits provided pursuant to this Section 3.01(d) shall be concurrent coverage for purposes of COBRA.

(e) Outplacement Benefits. The Company shall provide the Participant executive outplacement services not to exceed $50,000 at the Company's expense, for a period of one (1) year following the Date of Termination, using a reputable provider selected by the Participant with the Company's approval (which shall not be unreasonably withheld).

Section 3.02 Change in Control. Notwithstanding the foregoing, if, within the six (6) month period prior to, or the two (2) year period following a Change in Control, the employment of a Participant terminates as a result of a Qualifying Termination; then, the Participant shall be entitled to the payments and benefits set forth in Section 3.01 hereof, except that (i) the reference to Applicable Percentage in Section 3.01(c) hereof shall be replaced with the CIC Applicable Percentage and (ii) Base Salary and Target Bonus shall each be determined using the *greater of* Base Salary and Target Bonus on the date of termination and Base Salary and Target Bonus, respectively, in effect immediately prior to the Change in Control.

Section 3.03 Other Benefits Payable. The benefits payable pursuant to Sections 3.01 and 3.02 hereof shall be provided in addition to, and not in lieu of, all other accrued or vested or earned but deferred compensation, rights, options or other benefits which may be owed to a Participant upon or following the Date of Termination, including but not limited to accrued salary, vacation or sick pay (if and where applicable, but not where Company policy does not provide for such payments), reimbursement for business expenses previously incurred, amounts or benefits properly payable under any bonus or other compensation plans, any life insurance plan, health plan, disability plan or similar or successor plan. Equity Awards will be treated as specified in the Equity Plan and any Equity Award agreement thereunder, and this Plan shall not be construed to modify or supersede any such plan either expressly or by implication.

Section 3.04 Voluntary Termination or Termination for Cause. For the avoidance of doubt, if the Participant voluntarily terminates employment other than for Good Reason, or the employment of the

Participant is terminated by the Company or an Affiliate for Cause, there will be no amounts payable to the Participant under the Plan.

ARTICLE IV
FORM AND TIME OF PAYMENT

Section 4.01 Timing of Payments and Benefits

(a) Subject to Sections 4.01(b) and 4.01(c) hereof, the cash payments contemplated under Section 3.01(c) hereof shall be paid in equal installments in accordance with normal Company payroll practices over the Applicable Period, with payments commencing on or about the first payroll date following the sixtieth (60th) day following the Date of Termination in accordance with the terms of Section 4.02 hereof, provided that the first such payment shall consist of all payments that otherwise would have been made to the Participant pursuant to this Section between the Date of Termination and the sixtieth (60th) day following the Date of Termination.

(b) If, within the six (6) month period prior to or the two (2) year period following a Change in Control, the employment of a Participant terminates as a result of a Qualifying Termination, then the cash payments contemplated under Sections 3.01(c) and 3.02 hereof shall be paid in one lump-sum payment within sixty (60) days following the Date of Termination. Notwithstanding the foregoing, if such Date of Termination occurs (i) within the two (2) year period following a Change in Control that does not constitute a change in control event under Section 409A of the Code ("Section 409A") or (ii) within the six (6) month period prior to a Change in Control, then, to extent required to avoid accelerated taxation and/or tax penalties under Section 409A, such Participant shall receive the portion of the total payments due pursuant this Section that is equal to the amount set forth in Section 3.01(c) hereof (without regard to Section 3.02 hereof) in installments pursuant to the payment schedule set forth in Section 4.01(a) hereof.

(c) The cash payments contemplated under Sections 3.01(a) and 3.01(b) hereof, as applicable, shall be paid at such time as the relevant annual Bonus payment is paid to employees of the Company (or its successor following a Change in Control), but in no event more than 90 days following the end of the fiscal year (provided that, for any Participant who is a U.S. taxpayer, to the extent required to avoid accelerated taxation and/or tax penalties under Section 409A, such payment shall be made no later than the date that is two and a half months following the end of the applicable fiscal year to which such Bonus relates).

Section 4.02 Section 409A. The intent of the parties is that the payments and benefits under this Plan be exempt from, or comply with, Section 409A, to the extent subject thereto, and accordingly, to the maximum extent permitted, this Plan shall be interpreted and administered to be in compliance therewith. Each amount to be paid or benefit to be provided under this Plan shall be construed as a separate and distinct payment for purposes of Section 409A. Without limiting the foregoing and notwithstanding anything contained herein to the contrary, to the extent required to avoid accelerated taxation and/or tax penalties under Section 409A: (i) the Participant shall not be considered to have terminated employment with the Company for purposes of any payments issued pursuant to this Plan which are subject to Section 409A until such Participant would be considered to have incurred a "separation from service" from the Company within the meaning of Section 409A; (ii) amounts that would otherwise be payable and benefits that would otherwise be provided pursuant to this Plan or any other arrangement between the Participant and the Company during the six (6) month period immediately following such Participant's separation from service shall instead be paid on the first business day after the date that is six (6) months following such Participant's separation from service (or, if earlier, such Participant's date of death); and (iii) amounts reimbursable to the Participant pursuant to this Plan shall be paid to such Participant on or before the last day of the year following the year in which the expense was incurred and the amount of expenses eligible for reimbursement (and in-kind benefits provided to Participant) during one year may not affect

amounts reimbursable or provided in any subsequent year. The Company makes no representation that any or all of the payments described in this Plan will be exempt from or comply with Section 409A and makes no undertaking to preclude Section 409A from applying to any such payment. Participants shall be solely responsible for the payment of any taxes, penalties, interest or other expenses incurred by such Participants on account of non-compliance with Section 409A.

ARTICLE V
AMENDMENT / TERMINATION OF PLAN

Section 5.01 This Plan may be amended by action of the Board or the Compensation Committee, provided that any amendment that materially and adversely impacts the rights of a then-current Participant under the Plan shall not become effective for a period of twenty-four (24) months without the Participant's written consent. The Plan may be terminated at any time provided that for any then-current Participant such termination shall not become effective for a period of twenty-four (24) months without the Participant's written consent. On and after the date a Participant incurs a Qualifying Termination, no Plan amendment may be adopted (included an amendment to terminate the Plan) which would reduce such Participant's benefits. In addition, no Plan amendment (which diminishes Participant benefits) may take effect at any time during the two-year period commencing on the date of a Change in Control.

ARTICLE VI
SECTIONS 280G AND 4999 OF THE CODE

Section 6.01 In the event that the benefits provided for in this Plan (together with any other benefits or amounts) otherwise constitute "parachute payments" within the meaning of Section 280G of the Code and would be subject to the Excise Tax, then the Participant and the Company shall cooperate and use commercially reasonable best efforts to take such actions (subject to the Participant's consent) as may be necessary to avoid the imposition of the Excise Tax or a loss of deductibility under Section 280G of the Code, which may include, among other actions, the Participant's agreement to waive the accelerated vesting or lapse of restrictions of any such payments and benefits, or a timing delay of the payments of certain of the Participant's benefits under this Plan. The Company will engage appropriate advisors in addition to the Accounting Firm (as defined below), at the Company's expense, to assist with this analysis.

Section 6.02

(a) In the event that notwithstanding the process and actions set forth in Section 6.01 hereof, it shall be determined by the Accounting Firm that any Payment to a Participant under this Plan would be subject to the Excise Tax, the Accounting Firm shall determine whether to reduce the aggregate amount of the Payments payable to such Participant under this Plan (the "Plan Payments") to the Reduced Amount. The Plan Payments shall be reduced to the Reduced Amount only if the Accounting Firm determines that the Participant would have a greater Net After-Tax Benefit if the Participant's Plan Payments were reduced to the Reduced Amount. If instead the Accounting Firm determines that the Participant would have a greater Net After-Tax Benefit if the Participant's Plan Payments were not reduced to the Reduced Amount, the Participant shall receive all Plan Payments to which the Participant is entitled under this Plan.

(b) If the Accounting Firm determines that the aggregate Plan Payments otherwise payable to a Participant should be reduced to the Reduced Amount, the Company shall promptly give the Participant

notice to that effect and a copy of the detailed calculation thereof. All determinations made by the Accounting Firm under this Article VI hereof shall be binding upon the Company and the Participant and shall be made within fifteen (15) days after a termination of the Participant's employment. The reduction of the Plan Payments to the Reduced Amount, if applicable, shall be made by first reducing the payments under Section 3.01(c) and 3.02 hereof, and then any payments due under Section 3.01(b) hereof, and then any benefits due under Section 3.01(a) hereof. All fees and expenses of the Accounting Firm shall be borne solely by the Company.

(c) Definitions. The following terms shall have the following meanings for purposes of Article VI hereof.

(i) "Accounting Firm" shall mean the Company's then current independent outside auditors, or such other nationally recognized certified public accounting firm as may be designated by the Plan Administrator immediately prior to a Change in Control, provided that in the event that the Accounting Firm is serving as the accountant or auditor for the individual, entity or group effecting the Change in Control, the Plan Administrator may appoint another nationally recognized accounting firm to make the determinations required under this Article VI (which accounting firm shall then be referred to as the Accounting Firm hereunder).

(ii) "Excise Tax" shall mean the excise tax imposed by Section 4999 of the Code, together with any interest or penalties imposed with respect to such excise tax.

(iii) "Net After-Tax Benefit" shall mean the aggregate Value of all Payments to a Participant, net of all taxes imposed on the Participant with respect thereto under Sections 1 and 4999 of the Code and under applicable state and local laws, as determined by the Accounting Firm.

(iv) A "Payment" shall mean any payment or distribution in the nature of compensation (within the meaning of Section 280G(b)(2) of the Code) to or for the benefit of the Participant, whether paid or payable pursuant to this Plan or otherwise.

(v) "Reduced Amount" shall mean the greatest amount of Plan Payments that can be paid that would not result in the imposition of the Excise Tax upon a Participant if the Accounting Firm determines to reduce Plan Payments pursuant to Article VI hereof.

(vi) "Value" of a Payment shall mean the economic present value of a Payment as of the date of the change of control for purposes of Section 280G of the Code, as determined by the Accounting Firm using the discount rate required by Section 280G(d)(4) of the Code.

ARTICLE VII
MISCELLANEOUS PROVISIONS

Section 7.01 Plan Administration. For purposes of ERISA, the Plan Administrator shall be the "named fiduciary" with respect to the operation and administration of the Plan. The Plan Administrator shall have the discretionary authority to administer and interpret the Plan and decide all questions arising hereunder. Any interpretation or construction of, or determination or action by, the Plan Administrator shall be binding upon any and all parties and persons affected thereby, subject to the exclusive appeal procedure set forth in Section 8.01 hereof. The Plan Administrator may delegate any of its duties hereunder to such person or persons from time to time as it may designate. Any such delegation shall be in writing.

Section 7.02 Withholding Taxes. The Company may withhold from all payments due to the Participant (or his beneficiary or estate) hereunder all taxes which, by applicable federal, state, local or other law, the Company is required to withhold therefrom.

Section 7.03 Scope of Benefits under Plan. Nothing in this Plan shall be deemed to entitle the Participant to continued employment with the Company or its Affiliates; provided, however, that notwithstanding anything herein to the contrary, if the Participant is subject to a Qualifying Termination, the Participant shall be subject to all of the benefit and payment provisions of this Plan.

Section 7.04 Successors' Binding Obligation.

(a) This Plan shall not be terminated by any Change in Control or other transaction. In the event of any Change in Control, the provisions of this Plan shall be binding upon the surviving, successor, acquiring or resulting corporation or any person or entity to which the assets of the Company are transferred.

(b) The Company agrees that concurrently with a Change in Control or other transaction, it will cause any surviving, successor, acquiring or resulting corporation or transferee unconditionally to assume by written instrument delivered to the Participant (or his beneficiary or estate) all of the obligations of the Company hereunder.

(c) The rights under this Plan shall inure to the benefit of and be enforceable by the Participant's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees. If the Participant shall die while any amounts would be payable to the Participant hereunder had the Participant continued to live, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Plan to such person or persons appointed in writing by the Participant to receive such amounts or, if no person is so appointed, to the Participant's estate.

Section 7.05 Clawback Policy. Any payments and benefits provided for in this Plan which are subject to recovery under any law, government regulation, stock exchange listing requirement or Company policy, will be subject to such deductions and clawback as may be required to be made pursuant to such law, government regulation, stock exchange listing requirement or Company policy (or any policy adopted by the Company pursuant to any such law, government regulation or stock exchange listing requirement), including, without limitation, the NCR Voyix Corporation Clawback Policy, effective December 1, 2023. By participating in this Plan, each Participant knowingly, voluntarily and irrevocably consents to and agrees to be bound by and subject to the terms and conditions of the applicable clawback policies, including that (i) the Participant will return any erroneously awarded compensation that is required to be repaid in accordance with the applicable clawback policies, (ii) the compensation that the Participant receives, has received or may become entitled to receive from the Company is subject to the applicable clawback policies, and the applicable clawback policies may affect such compensation, (iii) the Company is entitled to clawback all or any portion of the cash benefits set forth herein in the event a Participant breaches any Post-Employment Restrictive Covenants and other Obligations; and (iv) the Participant has no right to indemnification, insurance payments or other reimbursement by or from the Company for any compensation that is subject to recoupment and/or forfeiture under the applicable clawback policies.

Section 7.06 ERISA. The Plan is intended is intended to be "a plan which is unfunded and maintained by an employer primarily for the purpose of providing deferred compensation for a select group of management or highly compensation employees" within the meaning of Sections 201(2), 301(a)(3) and 401(a)(1) of ERISA such that it will be, among other things, exempt from the reporting and disclosure requirements of Part 1 of Title I of ERISA.

ARTICLE VIII
CLAIMS, INQUIRIES, APPEALS

Section 8.01 Dispute Resolution. If any person eligible to receive benefits under the Plan, or claiming to be so eligible, believes he or she is entitled to benefits in an amount greater than those which he or she has received (a "Claimant"), he or she may file a claim in writing with the Plan Administrator within one hundred and twenty (120) days after the Claimant's Date of Termination. The Plan Administrator shall review the claim and shall give written notice to the Claimant of the decision within ninety (90) days after the claim is filed, unless special circumstances require an extension of time for processing the claim, in which case a period not to exceed one hundred and eighty (180) days shall apply. If such an extension of time is required, written notice of the extension shall be furnished to the Claimant before the termination of the initial ninety (90)-day period and shall describe the special circumstances requiring the extension, and the date on which a decision is expected to be rendered. If written notice of denial of the claim for benefits is not furnished within the specified time, the claim shall be deemed to be denied.

If the claim is denied, the notice shall give the specific reasons for the denial, the pertinent provisions of the Plan on which the denial is based, a description of any additional material or information necessary for the Claimant to perfect the claim and an explanation of why such material or information is necessary, and an explanation of the claim review procedures under the Plan and time limits applicable to such procedures.

Any person who has had a claim for benefits denied by the Plan Administrator in whole or in part shall have the right to request review by the Plan Administrator. Such request must be in writing and must be made within sixty (60) days after such person is advised of the denial of benefits. A request for review must set forth all of the grounds on which it is based, all facts in support of the request and any other matters that the Participant feels are pertinent. The Claimant shall have the right to submit with the request for review any comments, documents, records or other information relating to the Claimant's claim for benefits. The Claimant shall have the right to be provided with, upon request and free of charge, reasonable access to and copies of all pertinent documents, records and other information that is relevant to the Claimant's claim for benefits. If written request for review is not received within such sixty- (60) day period, the Claimant shall forfeit his or her right to review.

The Plan Administrator shall review claims that are appealed, and may hold a hearing if it deems necessary, and shall issue a written notice of the final decision. The review of the denied claim shall take into account all comments, documents, records and other information that the Claimant submitted relating to the claim, without regard to whether such information was submitted or considered in the initial denial of the Claimant's claim. The Plan Administrator may require the Claimant to submit additional facts, documents or other material as the Plan Administrator may find necessary or appropriate in conducting its review of the claim.

The Plan Administrator shall provide the Claimant with written notice of its decision within sixty (60) days after the Plan Administrator's receipt of the written claim for review. There may be special circumstances which require an extension of this sixty (60)-day period. In any such case, the Plan Administrator shall notify the Claimant in writing within the sixty (60)-day period and the final decision shall be made no later than one hundred and twenty (120) days after the Plan Administrator's receipt of the written claim for review. This notice of extension shall describe the special circumstances necessitating the additional time and the date by which the Plan Administrator is to render its decision on review. The Plan Administrator's decision on the Claimant's claim for review shall take into account all comments, documents, records and other information submitted by the Claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit

determination, shall be communicated to the Claimant in writing and shall clearly state the specific reasons for the decision, specific references to the pertinent Plan provisions on which the decision is based, a statement that the Participant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, the Plan and all documents, records and other information relevant to the Claimant's claim for benefits and a statement describing the Claimant's right to bring a civil action under Section 502(a) of ERISA. The decision of the Plan Administrator shall be final and binding upon the Claimant and the Plan Administrator and all other persons involved, subject to the provisions set forth herein.

The exhaustion of these claims procedures is mandatory for resolving every claim and dispute arising under the Plan. As to such claims and disputes, no Claimant shall be permitted to commence any legal action to recover benefits or to enforce or clarify rights under the Plan under Section 502 or Section 510 of ERISA or under any other provision of law, whether or not statutory, until these claims procedures have been exhausted in their entirety and, in any such legal action, all explicit and implicit determinations by the Plan Administrator (including, but not limited to, determinations as to whether the claim, or a request for a review of a denied claim, was timely filed) shall be afforded the maximum deference permitted by law.

Except to the extent preempted by the Federal Arbitration Act or ERISA, the Plan shall be interpreted in accordance with the laws of the State of Maryland and applicable federal law. Any controversy or claim related in any way to the Plan that is not resolved by the claims and review procedures described in the preceding paragraphs shall be resolved by binding arbitration governed by the Federal Arbitration Act on a de novo standard pursuant to this paragraph and the then current rules of the American Arbitration Association (the "AAA"). The arbitration shall be administered by the AAA. Any such arbitration will be confidential, final, and binding to the fullest extent permitted by applicable law. The arbitration shall be held before an arbitrator who is an attorney or former judge or magistrate knowledgeable of employment law. In any arbitration, each party will have the right to be represented by counsel. In any arbitration under this Section 8.01, the arbitrator will have full authority to resolve all issues in dispute, including the arbitrator's own jurisdiction, whether any dispute must be arbitrated under this Section 8.01, whether this Section 8.01 is void or voidable, and to award compensatory remedies and other remedies permitted by law. The arbitrator's decision and award may be entered in any court having jurisdiction thereof, and will be the sole and exclusive remedy between the parties to the arbitration regarding any claims, counterclaims, issues, or accountings. The parties to the arbitration hereby submit to the jurisdiction of any state or federal court residing in Fulton County, Georgia for the purpose of enforcement of any arbitral award and waive any objection to (i) personal jurisdiction, (ii) venue, and (iii) service of process. The arbitrator shall not have the power to award punitive or exemplary damages. The arbitrator shall have no jurisdiction or authority to compel any class or representative claim or action, consolidate different arbitration proceedings, or join any other party to an arbitration between the Plan or the Company and the Participant. The Participant shall not have any right or authority to assert or pursue any disputes as a class action or derivative action. A dispute by one participant shall not be grouped or consolidated with a dispute by another participant in a single proceeding. In the event that the prohibition on class arbitration is deemed invalid or unenforceable, then the entire arbitration provision will be null and void and the matter will proceed in federal court. Issues of arbitrability shall be determined in accordance with the federal substantive and procedural laws relating to arbitration. Each party shall bear its own attorneys' fees associated with the arbitration and other costs and expenses of the arbitration shall be borne as provided by the rules of the American Arbitration Association, provided, however, that if either party is the prevailing party, the other party shall reimburse the prevailing party for reasonable attorneys' fees and expenses and arbitration expenses incurred in connection with the dispute. By agreeing to arbitration, the Participant is giving up the right to have the Participant's claim heard in a court of law; however, either party may bring an action in court to compel arbitration under the Plan and to enforce an arbitration

award. Nothing in this Section 8.01 will be interpreted to limit any right that the Participant has to file claims for benefits with the Plan Administrator in accordance with the procedures described in the preceding paragraphs or administrative claims or charges with government agencies or to apply for workers' compensation, short-term disability, or unemployment insurance benefits.

Section 8.02 Post-Employment Restrictive Covenants and Other Obligations. Notwithstanding the preceding subparagraph, in the event that a Participant breaches any of the Post-Employment Restrictive Covenants and other Obligations (including, but not limited to, those respecting non-competition, non-solicitation, and confidentiality), the Participant acknowledges that the Company will sustain irreparable injury and will not have an adequate remedy at law. As a result, in the event of such a breach the Company may, in addition to any other remedies available to it, bring an action in a court of competent jurisdiction for equitable relief pending appointment of an arbitrator and completion of an arbitration, and in such instance shall not be required to post a bond.

Exhibit 31.1

CERTIFICATION

I, James Kelly, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of NCR Voyix Corporation;

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

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

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

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

b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

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

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

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

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

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

Date: November 5, 2026

/s/ James Kelly

James Kelly
Chief Executive Officer

Exhibit 31.2

CERTIFICATION

I, Brian Webb-Walsh, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of NCR Voyix Corporation;

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

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

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

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

b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

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

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

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

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

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

Date: November 5, 2026

/s/ Brian Webb-Walsh

Brian Webb-Walsh

Executive Vice President and Chief Financial Officer

Exhibit 32

CERTIFICATION PURSUANT TO

18 U.S.C. SECTION 1350

AS ADOPTED PURSUANT TO

SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report on Form 10-Q of NCR Voyix Corporation (the "Company") for the period ending September 30, 2026 as filed with the U.S. Securities and Exchange Commission on the date hereof (the "Report"), each of the undersigned officers of the Company does hereby certify, pursuant to 18 U.S.C. § 1350 (section 906 of the Sarbanes-Oxley Act of 2002), that:

(1) the Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) the information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

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

Dated: November 5, 2026

/s/ James Kelly

James Kelly
Chief Executive Officer

Dated: November 5, 2026

/s/ Brian Webb-Walsh

Brian Webb-Walsh
Executive Vice President and Chief Financial Officer

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