

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

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported): February 12, 2024

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

Commission File Number 001-41728

Maryland
(State or other jurisdiction of
incorporation or organization)

92-3588560
(I.R.S. Employer
Identification No.)

864 Spring Street NW
Atlanta, GA 30308
(Address of principal executive offices and zip code)

Registrant's telephone number, including area code: (937) 445-1936

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

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2 below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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	NATL	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter). 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.

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

On February 12, 2024, the Compensation & Human Resource Committee (the "Committee") of the Board of Directors of NCR Atleos Corporation (the "Company") adopted a form of performance-based restricted stock unit award agreement (the "PRSU Award Agreement") to be used to grant performance based equity awards to the Company's executive leadership team under the Company's previously disclosed 2023 Stock Incentive Plan. The amount of performance-based RSUs that will become earned and vested will be determined based on the achievement of total stockholder return of the Company relative to a group of peer companies over a three-year performance period, and subject to continued employment or service by the executive. The vesting of the performance-based RSUs will be accelerated in certain circumstances following a change in control, or a qualifying termination, subject to the terms and conditions set forth in the Award Agreement.

On February 12, 2024, the Committee also adopted a form of time-based restricted stock unit award agreement (the "Time-based Award Agreement," and collectively with the PRSU Award Agreement, the "Award Agreements") to be used to grant time-based equity awards to the Company's executive leadership team under the Company's previously disclosed 2023 Stock Incentive Plan. The time-based RSUs will vest on an annual basis in 33.33% increments subject to continued employment or service by the executive. The vesting of the time-based RSUs will be accelerated in certain circumstances following a change in control, or a qualifying termination, subject to the terms and conditions set forth in the Time-based Award Agreement.

The foregoing descriptions of the Award Agreements do not purport to be complete and are qualified in its entirety by reference to the form Award Agreements, copies of which are filed as Exhibits 10.1 and 10.2 to this Form 8-K and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits:

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

<u>Exhibit No.</u>	<u>Description</u>
10.1+	Form of Performance Restricted Stock Unit Agreement
10.2+	Form of Time-based Restricted Stock Unit Agreement
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

+ Indicates management compensatory plan or arrangement.

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 hereunto duly authorized.

NCR Atleos Corporation

By: /s/ Ricardo Nuñez

Ricardo Nuñez

Executive Vice President, General Counsel and Corporate Secretary

Date: February 14, 2024

**NCR ATLEOS CORPORATION
2023 STOCK INCENTIVE PLAN
[PERFORMANCE-BASED] RESTRICTED STOCK UNIT AWARD AGREEMENT**

NCR Atleos Corporation, a Maryland corporation (the “Company”) pursuant to its 2023 Stock Incentive Plan, as it may be amended from time to time (the “Plan”) hereby grants you a number of [performance-based] Restricted Stock Units (“RSUs”) in the amount set forth below (the “Award”). The Award is subject to all of the terms and conditions set forth in this [Performance-Based] Restricted Stock Unit Award Agreement, including the exhibits attached hereto (this “Agreement”) and the Plan. Unless otherwise defined herein, the terms defined in the Plan shall have the same defined meanings in this Agreement.

I. NOTICE OF AWARD

1. Grant of Award. You have been granted RSUs, each of which represents the right to receive one share of Common Stock of the Company, subject to the terms and conditions of the Plan and this Agreement, as follows:

Participant Name (“you”):	
Grant Date:	
Total Number of RSUs Granted:	

The number of RSUs may be adjusted in the event of changes in capital structure and similar events, as provided in Section 3.04 of the Plan.

2. Vesting Schedule. The RSUs will vest pursuant to the schedule set forth in Exhibit A, which is attached hereto and incorporated herein in its entirety.

3. Settlement. Subject to Section II(7), each RSU will be settled by delivery to you of one Share within thirty (30) days following vesting. The Committee may, in its sole discretion, deliver cash in lieu of all or any portion of the Shares otherwise deliverable in respect of the RSUs in an amount equal to such number of Shares multiplied by the Fair Market Value of a Share on the date when such shares would otherwise have been issued, as determined by the Committee.

4. Termination of Employment; Change in Control. Unless otherwise provided in Exhibit B, all unvested RSUs will be forfeited upon your termination of Employment. In the event of a Change in Control, Article X of the Plan shall apply, unless otherwise provided in Exhibit B.

II. TERMS AND CONDITIONS OF AWARD

1. Stockholder Rights. You will not be deemed to be the holder of, or have any of the rights of a stockholder with respect to, the RSUs (including, without limitation, any voting rights or any right to dividends paid with respect to the Shares underlying the RSUs) unless and until the RSUs vest and the Company has issued and delivered Shares to you and your name has been entered as a stockholder into the books and records of the Company.

2. Securities Law Compliance. In no event will the Company deliver Shares upon vesting and settlement of the RSUs unless the Shares are then registered under the Securities Act of 1933, as amended (the “Securities Act”), and applicable state securities law or, if not registered, the Committee has determined that the issuance of the Shares would be exempt from the registration requirements of the Securities Act and applicable state securities laws. The issuance of Shares also must comply with all other applicable laws and regulations governing the RSUs, including the requirements of any Applicable Exchange, and you may not be issued Shares if the Committee determines that such issuance would not be in material compliance with such laws, regulations and listing requirements.

3. Transferability. Except as permitted in the Plan, the RSUs are not transferable except by will or by the laws of descent and distribution. Without limiting the generality of the foregoing, the RSUs may not be sold, assigned, transferred or otherwise disposed of, or pledged or hypothecated in any manner (whether by operation of law or otherwise), and shall not be subject to execution, attachment or other process. Any assignment, transfer, sale, pledge, hypothecation or other disposition of the RSUs or any attempt to make any such levy of execution, attachment or other process will cause the RSUs to terminate immediately.

4. Recovery of Compensation. Notwithstanding anything to the contrary in this Agreement, this Award shall be subject to applicable recoupment, clawback and similar provisions under applicable law or regulation, as well as the Company’s Clawback Policy, as may be in effect from time to time (the “Clawback Policy”), in accordance with Section 14.13 of the Plan. By accepting this Award, you acknowledge and agree that: (i) to the extent the RSUs constitute “Covered Incentive Compensation” subject to the terms of the Clawback Policy (or any similar compensation recovery policy) then you may be required to forfeit or repay any or all of the RSUs, the Shares issued on settlement of the RSUs or amounts received by you in connection with any disposition of any such Shares pursuant to the terms of the Clawback Policy; and (ii) the Company may, to the extent permitted or required by applicable law or regulation (including the Dodd-Frank Act), enforce any repayment obligation pursuant to the Clawback Policy by reducing any amounts that may be owing from time to time by the Company to you, whether as wages, severance, vacation pay or in the form of any other benefit or for any other reason, or enforce any other recoupment as prescribed by applicable law or regulation.

5. Code of Conduct; Insider Trading. Notwithstanding anything herein to the contrary, this Award and your right to receive Shares on settlement of the RSUs are expressly conditioned upon your timely annual certification to the Company’s Code of Conduct. If you do not timely provide any certification required by the Company or an Affiliate before vesting of any portion of the RSUs, that portion of the RSUs will be forfeited, except that no such forfeiture will occur unless you are provided written notice (which notice may be provided by email) of the impending forfeiture, and you do not provide your certification to the Code of Conduct within 30 days following such notice. With respect to any Shares distributed under this agreement, you understand and agree that you are responsible for reviewing, understanding and complying with Insider Trading laws and the Company’s Insider Trading Policy, and that you may not trade in Company securities except in compliance with the Company’s Insider Trading Policy (as may be amended from time to time), which is incorporated herein by reference.

6. No Right to Continued Service. Neither the Company nor any of its Affiliates is obligated by or as a result of the Plan or this Agreement to continue your employment or other service with the Company or any Affiliate, and neither the Plan nor this Agreement shall interfere in any way with the right of the Company and its Affiliates to terminate your Continuous Service at any time, subject to applicable law.

7. Tax Withholding.

- (a) Before tax and withholding events, as a condition of your receiving Shares in respect of the RSUs, you agree to make arrangements satisfactory to the Company and the Committee to satisfy all income tax, social insurance tax, payroll tax, fringe benefits tax and other Federal, state or local and non-U.S. tax payment or withholding requirements or other tax related items (collectively, “Tax-Related Items”) determined by the Committee in its sole discretion in connection with the Award or your participation in the Plan, including paying the Company or an Affiliate, in its sole discretion, through payroll withholding or other Committee-required method, the amount of Tax-Related Items required to be paid or withheld with respect to the RSUs. Such payment of Tax-Related Items will be made by the Company withholding Shares issuable upon settlement of the RSUs equal to the amount required to be withheld or paid as determined by the Company, except to the extent that: (i) the Chief Human Resources Officer permits payment for such Tax-Related Items in cash by an employee other than an executive officer of the Company (“Executive Officer”) subject to Section 16 of the Securities Exchange Act of 1934, as amended (the “Act”), or (ii) you are an Executive Officer and you elect to make payment for such Tax-Related Items in cash or by instructing the Company and any brokerage firm approved by the Company to sell on your behalf the Shares underlying the RSUs that the Company determines will satisfy such Tax-Related Items. Any withholding of Shares or sale or cash payment pursuant to this Section will occur when the requirement to withhold or pay taxes arises, or as soon as practicable afterwards if permitted by the Company. If you are an Executive Officer who instructs a brokerage firm sale permitted by this Section, you will be responsible for, and will indemnify and hold the Company harmless with respect to, any and all losses, costs, damages or other expenses (including brokerage fees and other similar costs related directly to any such sale of Common Stock) arising in connection with, or related to, any such sale. In addition, the Company or an Affiliate may (but is not required to), to the extent permitted by law, deduct any such tax and other withholding amounts from any payment of any kind otherwise due to you from the Company or any Affiliate. Depending on the withholding method, the Company may withhold or account for Tax-Related Items by considering such statutory withholding rates as may be determined applicable in the discretion of the Committee that will not result in an adverse accounting consequence or cost.
- (b) You acknowledge that if, at the time any Shares of Common Stock are sold to satisfy requirements relating to Tax-Related Items pursuant to this Section, you are an Executive Officer as defined above, any such sale of Common Stock must be made pursuant to an exemption from the requirements under Section 16(b) of the Act.
- (c) You agree that the ultimate liability for all Tax-Related Items remains your responsibility and may exceed the amount withheld. Neither the

Committee, the Company nor any Affiliate makes any representation or undertaking regarding the treatment of any tax withholding in connection with the grant, vesting or settlement of the RSUs.

8. Section 409A. It is the Committee's and the Company's intent that payments under this Agreement shall be exempt from Section 409A of the Code ("Section 409A") to the extent applicable, and that this Agreement be administered accordingly. Notwithstanding anything to the contrary contained in this Agreement, to the extent that any payment or benefit under this Agreement is determined by the Committee to constitute "nonqualified deferred compensation" subject to Section 409A and is payable to you by reason of termination of your employment, then (a) such payment or benefit shall be made or provided to you only upon a "separation from service," as defined for purposes of Section 409A under applicable regulations, from the Company and (b) if you are a "specified employee" (within the meaning of Section 409A and as determined by the Committee), such payment or benefit shall not be made or provided before the date that is six months after the date of your separation from service from the Company (or your earlier death). Each payment under this Agreement shall be treated as a separate payment under Section 409A. The Company makes no representation that any or all of the payments described in this Agreement will be exempt from or comply with Section 409A and makes no undertaking to preclude Section 409A from applying to any such payment.

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

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

11. Governing Law. The interpretation, performance, and enforcement of this Agreement shall be governed by the internal laws of the State of Georgia without regard to that state's conflict-of-laws rules.

12. Integration. This Agreement constitutes the entire agreement between the parties with respect to this Award and supersedes all prior agreements and discussions between the parties concerning such subject matter.

13. Amendment. This Agreement may be modified or amended at any time in accordance with the Plan, except that no such amendment will be made that would materially impair your rights hereunder without your consent, except such an amendment made to comply with applicable law, including Section 409A, stock exchange rules or accounting rules.

III. RESTRICTIVE COVENANTS

You acknowledge that your agreement to the restrictive covenants, including any confidentiality, non-competition, and non-solicitation and similar covenants, set forth in an exhibit to this award or in a separate agreement with a member of the Company Group (such as an employment offer letter or employment agreement) is a material inducement to the Company's granting of the RSUs pursuant to this Agreement, without which the Company would not grant such RSUs. As such, you reiterate your acknowledgment of, and agreement to be bound by, such provisions, which are incorporated herein.

IV. ACKNOWLEDGMENTS

You understand, acknowledge, agree and hereby stipulate that: (a) you are executing this Agreement voluntarily and without any duress or undue influence by the Company or anyone else; (b) the RSUs are intended to be consideration in exchange for the promises and covenants set forth in this Agreement; (c) you have carefully read, considered and understand all of the provisions of this Agreement and the Company's policies reflected in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged; (d) you have asked any questions needed for you to understand the terms, consequences and binding effect of this Agreement and you fully understand them; (e) you were provided an opportunity to seek the advice of an attorney and/or a tax professional of your choice before accepting this award of RSUs; (f) the obligations and restrictions set forth in this Agreement are fair and reasonable; and (g) if you receive the Shares of Common Stock upon settlement of the RSUs, the value of such Shares may increase or decrease in value and no guarantees are made as to the future prospects of the Company or the Shares. The Company is not providing any tax, legal or financial advice, or making any recommendations about your Plan participation, or any transaction relating to your RSUs or the underlying Shares. You should consult with your own personal tax, legal and financial advisors before taking any Plan-related action.

Your Plan participation is voluntary. The value of your Award is an extraordinary item of income, is not part of your normal or expected compensation and will not be considered in calculating any severance, redundancy, end of service payments, bonus, long-service awards, pension, retirement or other benefits or similar payments. The Plan is discretionary in nature. The Award is a one-time benefit that creates no contractual or other right to further awards or other future benefits. Future grants (if any) and their terms are at the sole discretion of the Company.

By executing this Agreement, you agree to be bound by all of the provisions of the Plan applicable to the Award, the provisions of which are hereby made a part of this Agreement and incorporated herein by reference, and all interpretations, amendments, rules and regulations, which may from time to time be promulgated and adopted pursuant to the Plan. You hereby agree to accept as binding, conclusive and final all decisions or interpretations of the Committee upon any questions relating to the Plan and this Agreement. In the event of any conflict between the provisions of this Agreement and those of the Plan, the provisions of the Plan shall control.

[Remainder of the page intentionally left blank.]

By acknowledging this award of RSUs, you consent to receive such documents by electronic delivery and to participate in the Plan through an on-line or electronic system established and maintained by the Committee or another third party designated by the Committee.

NCR Atleos Corporation

By: [NAME]
Title:

Participant:

[NAME]
Acknowledgment Date:

EXHIBIT A
VESTING SCHEDULE

1. Definitions. Unless otherwise defined herein, the terms defined in the Agreement shall have the same defined meanings in this Exhibit A. For purposes of this Exhibit A, the following terms shall have the following meanings:

“CAGR” shall mean the compound annual growth rate in the Company’s Total Shareholder Return over the Performance Period (or portion of the Performance Period, as applicable).

“Comparator Group” shall consist of the companies included in the [] as of the first day of the period beginning 20 trading days prior to the start of the Performance Period, subject to Section 5.

“Earned RSUs” means the number of RSUs earned under the Agreement and this Exhibit A equal to [0% up to 200%] of the Target Award Number, determined based on the Company’s performance in accordance with the terms of this Exhibit A, after giving effect to any adjustment.

“Employer” means the Company or any Affiliate of the Company by which you are or have been employed.

“Performance Goals” means the Company’s Total Shareholder Return and if applicable, Relative Total Shareholder Return.

“Performance Period” means the means the three-year period beginning on [January 1, 2024] and ending on [December 31, 2026].

“Target Award Number” means the “Total Number of RSUs Granted” set forth in Section I(1) of the Agreement.

“Relative Total Shareholder Return” or “rTSR” shall mean the percentile ranking of the Company’s Total Shareholder Return as measured relative to the Total Shareholder Return of each company in the Comparator Group during the Performance Period.

“Total Shareholder Return” or “TSR” for the Company, and for each company in the Comparator Group, as determined by the Committee, shall be determined by comparing the rate of growth between (i) the average stock price for the Company and each company in the Comparator Group for the 20 trading days ending on [January 1, 2024], with dividends reinvested at the closing stock price of the applicable stock on the ex-dividend date, and (ii) the average stock price for the Company and each company in the Comparator Group for the final 20 trading days of the Performance Period, with dividends reinvested at the closing stock price of the applicable stock on the ex-dividend date. The Total Shareholder Return calculation shall be adjusted in an equitable manner for any stock splits, reverse stock splits, or other similar transactions to the extent determined in the sole discretion of the Committee.

2. Calculation of Earned RSUs. The number of RSUs that become Earned RSUs will be calculated by the Committee based on the Company’s Total Shareholder Return and, if applicable, the Company’s Relative Total Shareholder Return. Specifically, the Committee shall calculate the number of such Earned RSUs by multiplying the Target Award Number of RSUs by the applicable Payout Percentage set forth in the table below based on the Company’s Total Shareholder Return or Relative Total Shareholder Return results, as applicable, in each case as

certified by the Committee for the Performance Period, and subject to such further adjustments and determinations as may be made in the sole discretion of the Committee.

The following table shall apply for purposes of calculating the number of RSUs that become Earned RSUs pursuant to this Agreement:

Earned RSUs	
[Relative TSR (rTSR) Achievement vs. _____]	Payout Percentage
[Greater than or Equal to 75 th Percentile]	200%
[50 th Percentile]	100%
[25 th Percentile]	50%
[Below 25 th Percentile]	0%

[The maximum percentage by which the Target Award Number of RSUs may be multiplied shall not exceed 200%. If the Company’s TSR achievement falls between the designated levels of performance set forth in the rows in the above table, the percentage by which the Target Award Number shall be multiplied shall be calculated by linear interpolation between such designated levels of performance, provided that, in any event, if the Company’s rTSR is greater than or equal to the 50th percentile, the Target Award Number of Stock Units shall be multiplied by at least 50%. Any fractional Shares resulting from the calculation of Earned RSUs shall be rounded down to the nearest whole Share and you will not receive any payment or other consideration in lieu of a fractional Share.]

3. Certification of Earned RSUs. The number of Earned RSUs will be certified by the Committee prior to the Vesting Date. Any RSUs that are not Earned RSUs will be automatically forfeited for no consideration immediately following the certification by the Committee.

4. Vesting Schedule. Except as otherwise provided in Exhibit B, the Earned RSUs shall vest on the third (3rd) anniversary of the Grant Date (the “Vesting Date”), provided you are continuously employed by, or providing services to, the Employer through and until the Vesting Date and the Committee has certified that the Company has achieved the Performance Goals for the Performance Period.

5. Post-Vesting Holding Period. Any Company shares issued to you (or your designated beneficiary) to settle Earned RSUs on the Vesting Date (net of any required withholding taxes) may not be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by you (or your designated beneficiary) prior to the first anniversary of the Vesting Date (or, if earlier, the date of your death, Disability, Termination or a Change in Control) other than by will or by the laws of descent and distribution, and any such purported assignment, alienation, pledge, attachment, sale, transfer or encumbrance shall be void and unenforceable against the Company.

EXHIBIT B

TERMINATION OF EMPLOYMENT; CHANGE IN CONTROL

1. Definitions. Unless otherwise defined herein, the terms defined in the Agreement and Exhibit A shall have the same defined meanings in this Exhibit B. For purposes of this Exhibit B, the following terms shall have the following meanings:

“Retirement” means Termination of Employment at age [60] or older with at least [5] years of continuous service with the Employer through your Termination Date (excluding service with acquired entities before the acquisition).

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

2. Termination of Employment.

(a) Termination Due to Death or Disability. In the event of your Termination of Employment due to your death or Disability, then unvested RSUs shall vest on the date of such Termination of Employment equal to the greater of: (i) “TSR Target” performance, or (ii) actual level of achievement of the Performance Goals as of your Termination Date as determined and certified by the Committee and assuming for this purpose, that the Performance Period ended on your Termination Date.

(b) Termination Without Cause or Good Reason. In the event of your Termination of Employment by the Employer without Cause (other than due to your death or Disability) or your voluntary Termination of Employment for Good Reason, then except as provided in Section 3(b), unvested RSUs shall vest “Pro Rata” effective on the Vesting Date. For clarification, the RSUs will be adjusted for performance on the Vesting Date to determined the Earned RSUs as if there was no Termination of Employment during the Performance Period, and then the number of Earned RSUs as of the Vesting Date will be adjusted Pro Rata to determine the number of Shares you will receive. “Pro Rata” vesting is determined by multiplying the number of Shares that you would have received pursuant to the Agreement as if there was no Termination of Employment prior to the Vesting Date by a fraction, (i) the numerator of which is the number of days in the period starting on the Grant Date and ending on your Termination Date, and (ii) the denominator of which is the number of days in the period starting on the Grant Date and ending on the Vesting Date.

(c) Retirement. In the event of your Termination of Employment by you due to Retirement on or after the one-year anniversary of the Grant Date, and you continue to comply with the Agreement (including Section III), then any unvested RSUs shall remain outstanding until the Vesting Date and any Earned RSUs (determined and certified by the Committee in accordance with the Agreement and Exhibit A) shall vest effective on the Vesting Date, as if you had remained actively employed with the Employer through the Vesting Date.

(d) Other Termination of Employment. In the event of your voluntary Termination of Employment for any reason (other than Retirement or Good Reason) or a Termination of Employment by the Employer for Cause or due to death or Disability, all unvested RSUs will be automatically forfeited and cancelled on your Termination Date without consideration.

3. Change in Control. If a Change in Control is consummated during the Performance Period and prior to the Vesting Date, the RSUs shall be treated as follows:

(a) RSUs Not Assumed, Converted or Replaced. If the RSUs are not assumed, converted or replaced by the continuing entity or successor, the number of Earned RSUs shall be determined and certified by the Committee in accordance with the Agreement and Exhibit A as if the Performance Period ended on the date the Change in Control is consummated. Such Earned RSUs shall vest immediately prior to the consummation of the Change in Control, provided you are continuously employed by, or providing services to, the Employer through and until such vesting date.

(b) RSUs Assumed, Converted or Replaced. If the RSUs are assumed, converted or replaced by the continuing entity or successor following a Change in Control, then any unvested RSUs will remain outstanding until the Vesting Date and the number of Earned RSUs shall be determined and certified by the Committee in accordance with the terms of the Agreement and Exhibit A as if the Performance Period ended on the date the Change in Control is consummated. Such Earned RSUs shall vest on the Vesting Date, provided you are continuously employed by, or providing services to, the Employer through and until the Vesting Date and unless earlier vested pursuant to this Exhibit B. Notwithstanding the foregoing, upon your Termination of Employment within 24 months following such Change in Control (i) by the Employer or the continuing entity or successor without Cause (excluding termination due to death or Disability) or (ii) by you for Good Reason (as defined in the Plan), then all unvested RSUs shall vest in full on the date of such Termination of Employment.

**NCR ATLEOS CORPORATION
2023 STOCK INCENTIVE PLAN
[TIME-BASED] RESTRICTED STOCK UNIT AWARD AGREEMENT**

NCR Atleos Corporation, a Maryland corporation (the “Company”) pursuant to its 2023 Stock Incentive Plan, as it may be amended from time to time (the “Plan”) hereby grants you a number of [Time-Based] Restricted Stock Units (“RSUs”) in the amount set forth below (the “Award”). The Award is subject to all of the terms and conditions set forth in this [Time-Based] Restricted Stock Unit Award Agreement, including the exhibits attached hereto (this “Agreement”) and the Plan. Unless otherwise defined herein, the terms defined in the Plan shall have the same defined meanings in this Agreement.

I. NOTICE OF AWARD

1. Grant of Award. You have been granted RSUs, each of which represents the right to receive one share of Common Stock of the Company, subject to the terms and conditions of the Plan and this Agreement, as follows:

Participant Name (“you”):	
Grant Date:	
Total Number of RSUs Granted:	

The number of RSUs may be adjusted in the event of changes in capital structure and similar events, as provided in Section 3.04 of the Plan.

2. Vesting Schedule. The RSUs will vest pursuant to the schedule set forth in Exhibit A, which is attached hereto and incorporated herein in its entirety.

3. Settlement. Subject to Section II(7), each RSU will be settled by delivery to you of one Share within thirty (30) days following vesting. The Committee may, in its sole discretion, deliver cash in lieu of all or any portion of the Shares otherwise deliverable in respect of the RSUs in an amount equal to such number of Shares multiplied by the Fair Market Value of a Share on the date when such shares would otherwise have been issued, as determined by the Committee.

4. Termination of Employment; Change in Control. Unless otherwise provided in Exhibit B, all unvested RSUs will be forfeited upon your termination of Employment. In the event of a Change in Control, Article X of the Plan shall apply, unless otherwise provided in Exhibit B.

II. TERMS AND CONDITIONS OF AWARD

1. Stockholder Rights. You will not be deemed to be the holder of, or have any of the rights of a stockholder with respect to, the RSUs (including, without limitation, any voting rights or any right to dividends paid with respect to the Shares underlying the RSUs) unless and until the RSUs vest and the Company has issued and delivered Shares to you and your name has been entered as a stockholder into the books and records of the Company.

2. Securities Law Compliance. In no event will the Company deliver Shares upon vesting and settlement of the RSUs unless the Shares are then registered under the Securities Act of 1933, as amended (the “Securities Act”), and applicable state securities law or, if not registered, the Committee has determined that the issuance of the Shares would be exempt from the registration requirements of the Securities Act and applicable state securities laws. The issuance of Shares also must comply with all other applicable laws and regulations governing the RSUs, including the requirements of any Applicable Exchange, and you may not be issued Shares if the Committee determines that such issuance would not be in material compliance with such laws, regulations and listing requirements.

3. Transferability. Except as permitted in the Plan, the RSUs are not transferable except by will or by the laws of descent and distribution. Without limiting the generality of the foregoing, the RSUs may not be sold, assigned, transferred or otherwise disposed of, or pledged or hypothecated in any manner (whether by operation of law or otherwise), and shall not be subject to execution, attachment or other process. Any assignment, transfer, sale, pledge, hypothecation or other disposition of the RSUs or any attempt to make any such levy of execution, attachment or other process will cause the RSUs to terminate immediately.

4. Recovery of Compensation. Notwithstanding anything to the contrary in this Agreement, this Award shall be subject to applicable recoupment, clawback and similar provisions under applicable law or regulation, as well as the Company’s Clawback Policy, as may be in effect from time to time (the “Clawback Policy”), in accordance with Section 14.13 of the Plan. By accepting this Award, you acknowledge and agree that: (i) to the extent the RSUs constitute “Covered Incentive Compensation” subject to the terms of the Clawback Policy (or any similar compensation recovery policy) then you may be required to forfeit or repay any or all of the RSUs, the Shares issued on settlement of the RSUs or amounts received by you in connection with any disposition of any such Shares pursuant to the terms of the Clawback Policy; and (ii) the Company may, to the extent permitted or required by applicable law or regulation (including the Dodd-Frank Act), enforce any repayment obligation pursuant to the Clawback Policy by reducing any amounts that may be owing from time to time by the Company to you, whether as wages, severance, vacation pay or in the form of any other benefit or for any other reason, or enforce any other recoupment as prescribed by applicable law or regulation.

5. Code of Conduct; Insider Trading. Notwithstanding anything herein to the contrary, this Award and your right to receive Shares on settlement of the RSUs are expressly conditioned upon your timely annual certification to the Company’s Code of Conduct. If you do not timely provide any certification required by the Company or an Affiliate before vesting of any portion of the RSUs, that portion of the RSUs will be forfeited, except that no such forfeiture will occur unless you are provided written notice (which notice may be provided by email) of the impending forfeiture, and you do not provide your certification to the Code of Conduct within 30 days following such notice. With respect to any Shares distributed under this agreement, you understand and agree that you are responsible for reviewing, understanding and complying with Insider Trading laws and the Company’s Insider Trading Policy, and that you may not trade in Company securities except in compliance with the Company’s Insider Trading Policy (as may be amended from time to time), which is incorporated herein by reference.

6. No Right to Continued Service. Neither the Company nor any of its Affiliates is obligated by or as a result of the Plan or this Agreement to continue your employment or other service with the Company or any Affiliate, and neither the Plan nor this Agreement shall interfere in any way with the right of the Company and its Affiliates to terminate your Continuous Service at any time, subject to applicable law.

7. Tax Withholding.

- (a) Before tax and withholding events, as a condition of your receiving Shares in respect of the RSUs, you agree to make arrangements satisfactory to the Company and the Committee to satisfy all income tax, social insurance tax, payroll tax, fringe benefits tax and other Federal, state or local and non-U.S. tax payment or withholding requirements or other tax related items (collectively, “Tax-Related Items”) determined by the Committee in its sole discretion in connection with the Award or your participation in the Plan, including paying the Company or an Affiliate, in its sole discretion, through payroll withholding or other Committee-required method, the amount of Tax-Related Items required to be paid or withheld with respect to the RSUs. Such payment of Tax-Related Items will be made by the Company withholding Shares issuable upon settlement of the RSUs equal to the amount required to be withheld or paid as determined by the Company, except to the extent that: (i) the Chief Human Resources Officer permits payment for such Tax-Related Items in cash by an employee other than an executive officer of the Company (“Executive Officer”) subject to Section 16 of the Securities Exchange Act of 1934, as amended (the “Act”), or (ii) you are an Executive Officer and you elect to make payment for such Tax-Related Items in cash or by instructing the Company and any brokerage firm approved by the Company to sell on your behalf the Shares underlying the RSUs that the Company determines will satisfy such Tax-Related Items. Any withholding of Shares or sale or cash payment pursuant to this Section will occur when the requirement to withhold or pay taxes arises, or as soon as practicable afterwards if permitted by the Company. If you are an Executive Officer who instructs a brokerage firm sale permitted by this Section, you will be responsible for, and will indemnify and hold the Company harmless with respect to, any and all losses, costs, damages or other expenses (including brokerage fees and other similar costs related directly to any such sale of Common Stock) arising in connection with, or related to, any such sale. In addition, the Company or an Affiliate may (but is not required to), to the extent permitted by law, deduct any such tax and other withholding amounts from any payment of any kind otherwise due to you from the Company or any Affiliate. Depending on the withholding method, the Company may withhold or account for Tax-Related Items by considering such statutory withholding rates as may be determined applicable in the discretion of the Committee that will not result in an adverse accounting consequence or cost.
- (b) You acknowledge that if, at the time any Shares of Common Stock are sold to satisfy requirements relating to Tax-Related Items pursuant to this Section, you are an Executive Officer as defined above, any such sale of Common Stock must be made pursuant to an exemption from the requirements under Section 16(b) of the Act.
- (c) You agree that the ultimate liability for all Tax-Related Items remains your responsibility and may exceed the amount withheld. Neither the

Committee, the Company nor any Affiliate makes any representation or undertaking regarding the treatment of any tax withholding in connection with the grant, vesting or settlement of the RSUs.

8. Section 409A. It is the Committee's and the Company's intent that payments under this Agreement shall be exempt from Section 409A of the Code ("Section 409A") to the extent applicable, and that this Agreement be administered accordingly. Notwithstanding anything to the contrary contained in this Agreement, to the extent that any payment or benefit under this Agreement is determined by the Committee to constitute "nonqualified deferred compensation" subject to Section 409A and is payable to you by reason of termination of your employment, then (a) such payment or benefit shall be made or provided to you only upon a "separation from service," as defined for purposes of Section 409A under applicable regulations, from the Company and (b) if you are a "specified employee" (within the meaning of Section 409A and as determined by the Committee), such payment or benefit shall not be made or provided before the date that is six months after the date of your separation from service from the Company (or your earlier death). Each payment under this Agreement shall be treated as a separate payment under Section 409A. The Company makes no representation that any or all of the payments described in this Agreement will be exempt from or comply with Section 409A and makes no undertaking to preclude Section 409A from applying to any such payment.

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

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

11. Governing Law. The interpretation, performance, and enforcement of this Agreement shall be governed by the internal laws of the State of Georgia without regard to that state's conflict-of-laws rules.

12. Integration. This Agreement constitutes the entire agreement between the parties with respect to this Award and supersedes all prior agreements and discussions between the parties concerning such subject matter.

13. Amendment. This Agreement may be modified or amended at any time in accordance with the Plan, except that no such amendment will be made that would materially impair your rights hereunder without your consent, except such an amendment made to comply with applicable law, including Section 409A, stock exchange rules or accounting rules.

III. RESTRICTIVE COVENANTS

You acknowledge that your agreement to the restrictive covenants, including any confidentiality, non-competition, and non-solicitation and similar covenants, set forth in an exhibit to this award or in a separate agreement with a member of the Company Group (such as an employment offer letter or employment agreement) is a material inducement to the Company's granting of the RSUs pursuant to this Agreement, without which the Company would not grant such RSUs. As such, you reiterate your acknowledgment of, and agreement to be bound by, such provisions, which are incorporated herein.

IV. ACKNOWLEDGMENTS

You understand, acknowledge, agree and hereby stipulate that: (a) you are executing this Agreement voluntarily and without any duress or undue influence by the Company or anyone else; (b) the RSUs are intended to be consideration in exchange for the promises and covenants set forth in this Agreement; (c) you have carefully read, considered and understand all of the provisions of this Agreement and the Company's policies reflected in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged; (d) you have asked any questions needed for you to understand the terms, consequences and binding effect of this Agreement and you fully understand them; (e) you were provided an opportunity to seek the advice of an attorney and/or a tax professional of your choice before accepting this award of RSUs; (f) the obligations and restrictions set forth in this Agreement are fair and reasonable; and (g) if you receive the Shares of Common Stock upon settlement of the RSUs, the value of such Shares may increase or decrease in value and no guarantees are made as to the future prospects of the Company or the Shares. The Company is not providing any tax, legal or financial advice, or making any recommendations about your Plan participation, or any transaction relating to your RSUs or the underlying Shares. You should consult with your own personal tax, legal and financial advisors before taking any Plan-related action.

Your Plan participation is voluntary. The value of your Award is an extraordinary item of income, is not part of your normal or expected compensation and will not be considered in calculating any severance, redundancy, end of service payments, bonus, long-service awards, pension, retirement or other benefits or similar payments. The Plan is discretionary in nature. The Award is a one-time benefit that creates no contractual or other right to further awards or other future benefits. Future grants (if any) and their terms are at the sole discretion of the Company.

By executing this Agreement, you agree to be bound by all of the provisions of the Plan applicable to the Award, the provisions of which are hereby made a part of this Agreement and incorporated herein by reference, and all interpretations, amendments, rules and regulations, which may from time to time be promulgated and adopted pursuant to the Plan. You hereby agree to accept as binding, conclusive and final all decisions or interpretations of the Committee upon any questions relating to the Plan and this Agreement. In the event of any conflict between the provisions of this Agreement and those of the Plan, the provisions of the Plan shall control.

[Remainder of the page intentionally left blank.]

By acknowledging this award of RSUs, you consent to receive such documents by electronic delivery and to participate in the Plan through an on-line or electronic system established and maintained by the Committee or another third party designated by the Committee.

NCR Atleos Corporation

By: [NAME]
Title:

Participant:

[NAME]
Acknowledgment Date:

EXHIBIT A
VESTING SCHEDULE

1. Definitions. Unless otherwise defined herein, the terms defined in the Agreement shall have the same defined meanings in this Exhibit A. For purposes of this Exhibit A, the following terms shall have the following meanings:

“Employer” means the Company or any Affiliate of the Company by which you are or have been employed.

2. Vesting Schedule. Except as otherwise provided in Exhibit B, the RSUs shall vest one-third (1/3) on the first anniversary of the Grant Date, one-third (1/3) on the second anniversary of the Grant Date, and one-third (1/3) on the third anniversary of the Grant Date (each, a “Vesting Date”), provided you are continuously employed by, or providing services to, the Employer through and until the Vesting Date.

EXHIBIT B
TERMINATION OF EMPLOYMENT; CHANGE IN CONTROL

1. **Definitions.** Unless otherwise defined herein, the terms defined in the Agreement and Exhibit A shall have the same defined meanings in this Exhibit B. For purposes of this Exhibit B, the following terms shall have the following meanings:

“Cause” means, unless provided otherwise in an individual agreement between you and the Company or any affiliate or Subsidiary of the Company:

(a) your conviction of or indictment for any crime (whether or not involving the Company or any affiliate or Subsidiary of the Company) (i) constituting a felony or (ii) that has, or could reasonably be expected to result in, an adverse impact on the performance of your duties to the Company or any affiliate or Subsidiary of the Company, or otherwise has, or could reasonably be expected to result in, an adverse impact on the business or reputation of the Company or any affiliate or Subsidiary of the Company;

(b) your conduct in connection with your employment with the Company and/or any affiliate or Subsidiary, that has, or could reasonably be expected to result in, material injury to the business or reputation of the Company or any affiliate or Subsidiary of the Company;

(c) any material violation of the policies of the Company or any affiliate or Subsidiary of the Company including, but not limited to, those relating to sexual harassment or the disclosure or misuse of confidential information, or those set forth in the manuals or statements of policy of the Company or any affiliate or Subsidiary of the Company;

(d) willful neglect in the performance your duties for the Company or any affiliate or Subsidiary of the Company or willful or repeated failure or refusal to perform such duties;

(e) acts of willful misconduct on your part in the course of your employment with the Company and/or any affiliate or Subsidiary that has, or could be reasonably expected to result in, material injury to the reputation or business of the Company or any affiliate or Subsidiary of the Company;

(f) embezzlement, misappropriation or fraud committed by you or at your direction, or with your personal knowledge, in the course of your employment with the Company and/or any affiliate or Subsidiary, that has, or could be reasonably expected to result in, material injury to the reputation or business of the Company or any affiliate or Subsidiary of the Company;

(g) your material breach of the Restrictive Covenant Agreement or other employee confidentiality, non-competition, non-solicitation or other restrictive covenant by and between you and the Company or any affiliate or Subsidiary of the Company, which breach is not susceptible to cure, or that is not cured within thirty (30) days after you are given written notice of such breach by the Company; or

(h) your breach of any material provision of any employment or service agreement that has, or could be reasonably expected to result in, material injury to the reputation or business of the Company or any affiliate or Subsidiary of the Company,

which breach is not susceptible to cure, or that is not cured within thirty (30) days after you are given written notice of such breach by the Company;

provided, however, that if, subsequent to your voluntary resignation for any reason or involuntary termination by the Company and/or any affiliate or Subsidiary without Cause, it is discovered that your employment could have been terminated for Cause for all purposes under the Plan. For purposes of the Plan, no act or failure to act by you shall be deemed to be “willful” unless done or omitted to be done by you not in good faith and without reasonable belief that your action or omission was in the best interest of the Company and/or an affiliate or Subsidiary of the Company. “Cause” shall be determined by the Administrator in its sole discretion.

“Good Reason” means, unless provided otherwise in an individual agreement between the you and the Company or any affiliate or Subsidiary of the Company, the occurrence of any of the following events, without your express written consent:

- (a) a material diminution in your annual total cash compensation (including base salary and target annual short-term incentive amounts) other than as a result of an across-the-board total cash compensation reduction similarly affecting other executives in the same manner;
- (b) a material diminution in your authority, duties, or responsibilities;
- (c) a material change in the geographic location at which you must perform services for the Company (for this purpose, the relocation of a your principal office location to a location that is outside the metropolitan Atlanta area or more than fifty (50) miles from its current location will be deemed to be material); or
- (d) a material breach of the Plan by the Company;

Provided, however, that any of the events described above shall constitute Good Reason only if (i) you provides the Company written notice of the existence of the event or circumstances constituting Good Reason (with sufficient specificity for the Company to respond to such claim) within sixty (60) days of the initial existence of such event or circumstances, (ii) you cooperate in good faith with the Company’s efforts to cure such event or circumstance for a period not less than thirty (30) days following your notice to the Company (the “Cure Period”), (iii) notwithstanding such efforts, the Company fails to cure such event or circumstances prior to the end of the Cure Period, and (iv) you terminate employment with the Company and all affiliates and Subsidiaries within sixty (60) days after the end of the Cure Period.

“Retirement” means Termination of Employment at age 60 or older with at least 5 years of continuous service with the Employer through your Termination Date (excluding service with acquired entities before the acquisition).

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

2. Termination of Employment.

(a) Termination Due to Death or Disability. In the event of your Termination of Employment due to your death or Disability, then all unvested RSUs shall vest in full on the date of such Termination of Employment.

(b) Termination Without Cause or Good Reason. In the event of your Termination of Employment, except as provided in Section 3(b) below, by the Employer without Cause (other than due to your death or Disability) or your voluntary Termination of Employment for Good Reason then, except as provided in Section 3(b), unvested RSUs shall vest “Pro Rata” on your Termination Date. “Pro Rata” vesting is determined by: (1) multiplying the total number of RSUs awarded under the Agreement by a fraction, (A) the numerator of which is the number of days in the period starting on the Grant Date and ending on your Termination Date, and (B) the denominator of which is the number of days in the period starting on the Grant Date and ending on the Vesting Date, and (2) subtracting from the resulting amount the number of RSUs awarded pursuant to this Agreement that previously vested under the Agreement (if any).

(a) Retirement. In the event of your Termination of Employment by you due to Retirement on or after the one-year anniversary of the Grant Date, and you continue to comply with the Agreement (including Section III), then any unvested RSUs shall remain outstanding until the Vesting Date and shall vest effective on the Vesting Date, as if you had remained actively employed with the Employer through the Vesting Date.

(b) Other Termination of Employment. In the event of your voluntary Termination of Employment for any reason (other than Retirement or Good Reason) or a Termination of Employment by the Employer for Cause or due to death or Disability, all unvested RSUs will be automatically forfeited and cancelled on your Termination Date without consideration.

3. Change in Control. If a Change in Control is consummated before the Vesting Date, the RSUs shall be treated as follows:

(a) RSUs Not Assumed, Converted or Replaced. If the RSUs are not assumed, converted or replaced by the continuing entity or successor, all unvested RSUs will become fully vested immediately before the consummation of the Change in Control, provided you are continuously employed by, or providing services to, the Employer through and until such vesting date.

(b) RSUs Assumed, Converted or Replaced. If the RSUs are assumed, converted or replaced by the continuing entity or successor following a Change in Control, then any unvested RSUs will remain outstanding and will continue to vest following such Change in Control in accordance with the terms of the Agreement and Exhibit A, unless earlier vested pursuant to this Exhibit B. Notwithstanding the foregoing, upon your Termination of Employment within 24 months following such Change in Control (i) by the Employer or the continuing entity or successor without Cause (excluding termination due to death or Disability) or (ii) by you for Good Reason (as defined in the Plan), then all unvested RSUs shall vest in full on the date of such Termination of Employment.