

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

Form 10-Q

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

For the quarterly period ended March 31, 2017

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 1-4879

Diebold Nixdorf, Incorporated

(Exact name of registrant as specified in its charter)

Ohio

(State or other jurisdiction of
incorporation or organization)

34-0183970

(IRS Employer
Identification Number)

5995 Mayfair Road, PO Box 3077, North Canton, Ohio

(Address of principal executive offices)

44720-8077

(Zip Code)

Registrant's telephone number, including area code: (330) 490-4000

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

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

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

Large accelerated filer

☒

Accelerated filer

☐

Non-accelerated filer

☐

(Do not check if a smaller reporting company)

Smaller reporting company

☐

Emerging growth company

☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended 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 ☒

Number of shares of common stock outstanding as of April 27, 2017 was 75,476,898.

DIEBOLD NIXDORF, INCORPORATED AND SUBSIDIARIES
Form 10-Q

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Part I – Financial Information
Item 1: Financial Statements
DIEBOLD NIXDORF, INCORPORATED AND SUBSIDIARIES
Condensed Consolidated Balance Sheets

(in millions, except share and per share amounts)

	March 31, 2017 (Unaudited)	December 31, 2016
ASSETS		
Current assets		
Cash and cash equivalents	\$ 490.1	\$ 652.7
Short-term investments	77.7	64.1
Trade receivables, less allowances for doubtful accounts of \$58.1 and \$50.4, respectively	880.6	835.9
Inventories	761.1	737.7
Prepaid expenses	63.6	60.7
Income taxes	122.5	85.2
Other current assets	205.9	183.3
Total current assets	2,601.5	2,619.6
Securities and other investments	94.5	94.7
Property, plant and equipment, net of accumulated depreciation and amortization of \$491.5 and \$477.0, respectively	382.2	387.0
Goodwill	1,011.7	998.3
Deferred income taxes	312.3	309.5
Finance lease receivables	22.9	25.2
Customer relationships, net	587.5	596.3
Other intangible assets, net	166.0	176.6
Other assets	66.0	63.1
Total assets	\$ 5,244.6	\$ 5,270.3
LIABILITIES, REDEEMABLE NONCONTROLLING INTERESTS AND EQUITY		
Current liabilities		
Notes payable	\$ 77.7	\$ 106.9
Accounts payable	541.2	560.5
Deferred revenue	490.0	404.2
Payroll and other benefits liabilities	169.0	172.5
Other current liabilities	568.3	580.4
Total current liabilities	1,846.2	1,824.5
Long-term debt	1,689.7	1,691.4
Pensions, post-retirement and other benefits	292.6	297.2
Deferred income taxes	290.3	300.6
Other liabilities	108.0	87.7
Commitments and contingencies		
Redeemable noncontrolling interests	449.9	44.1
Equity		
Diebold Nixdorf, Incorporated shareholders' equity		
Preferred shares, no par value, 1,000,000 authorized shares, none issued	—	—
Common shares, \$1.25 par value, 125,000,000 authorized shares, 90,403,524 and 89,924,378 issued shares, 75,461,453 and 75,144,784 outstanding shares, respectively	113.0	112.4
Additional capital	687.2	720.0
Retained earnings	596.3	662.7
Treasury shares, at cost (14,942,071 and 14,779,597 shares, respectively)	(567.0)	(562.4)
Accumulated other comprehensive loss	(296.4)	(341.3)
Total Diebold Nixdorf, Incorporated shareholders' equity	533.1	591.4
Noncontrolling interests	34.8	433.4
Total equity	567.9	1,024.8
Total liabilities, redeemable noncontrolling interests and equity	\$ 5,244.6	\$ 5,270.3

See accompanying notes to condensed consolidated financial statements.

DIEBOLD NIXDORF, INCORPORATED AND SUBSIDIARIES
Condensed Consolidated Statements of Operations
(unaudited)
(in millions, except per share amounts)

	Three Months Ended March 31,	
	2017	2016
Net sales		
Services and software	\$ 683.6	\$ 341.1
Systems	419.2	168.5
	<u>1,102.8</u>	<u>509.6</u>
Cost of sales		
Services and software	505.5	230.9
Systems	354.8	139.9
	<u>860.3</u>	<u>370.8</u>
Gross profit	<u>242.5</u>	<u>138.8</u>
Selling and administrative expense	247.0	125.6
Research, development and engineering expense	41.4	18.5
Impairment of assets	3.1	—
(Gain) loss on sale of assets, net	(0.4)	0.4
	<u>291.1</u>	<u>144.5</u>
Operating profit (loss)	<u>(48.6)</u>	<u>(5.7)</u>
Other income (expense)		
Interest income	6.4	4.9
Interest expense	(30.8)	(11.5)
Foreign exchange gain (loss), net	(3.1)	(2.4)
Miscellaneous, net	1.3	34.6
Income (loss) from continuing operations before taxes	<u>(74.8)</u>	<u>19.9</u>
Income tax (benefit) expense	(22.6)	(0.8)
Income (loss) from continuing operations, net of tax	<u>(52.2)</u>	<u>20.7</u>
Income (loss) from discontinued operations, net of tax	—	147.8
Net income (loss)	<u>(52.2)</u>	<u>168.5</u>
Net income attributable to noncontrolling interests	6.6	0.3
Net income (loss) attributable to Diebold Nixdorf, Incorporated	<u>\$ (58.8)</u>	<u>\$ 168.2</u>
Basic weighted-average shares outstanding	75.3	65.1
Diluted weighted-average shares outstanding	75.3	65.7
Basic earnings (loss) per share		
Income (loss) from continuing operations, net of tax	\$ (0.78)	\$ 0.31
Income (loss) from discontinued operations, net of tax	—	2.27
Net income (loss) attributable to Diebold Nixdorf, Incorporated	<u>\$ (0.78)</u>	<u>\$ 2.58</u>
Diluted earnings (loss) per share		
Income (loss) from continuing operations, net of tax	\$ (0.78)	\$ 0.31
Income (loss) from discontinued operations, net of tax	—	2.25
Net income (loss) attributable to Diebold Nixdorf, Incorporated	<u>\$ (0.78)</u>	<u>\$ 2.56</u>
Amounts attributable to Diebold Nixdorf, Incorporated		
Income (loss) before discontinued operations, net of tax	\$ (58.8)	\$ 20.4
Income (loss) from discontinued operations, net of tax	—	147.8
Net income (loss) attributable to Diebold Nixdorf, Incorporated	<u>\$ (58.8)</u>	<u>\$ 168.2</u>
Common dividends declared and paid per share	\$ 0.1000	\$ 0.2875

See accompanying notes to condensed consolidated financial statements.

DIEBOLD NIXDORF, INCORPORATED AND SUBSIDIARIES
Condensed Consolidated Statements of Comprehensive Income (Loss)
(unaudited)
(in millions)

	Three Months Ended	
	March 31,	
	2017	2016
Net income (loss)	\$ (52.2)	\$ 168.5
Other comprehensive income (loss), net of tax		
Translation adjustment	49.3	32.8
Foreign currency hedges (net of tax of \$1.2 and \$1.9, respectively)	(2.2)	(3.6)
Interest rate hedges		
Net gain recognized in other comprehensive income (net of tax of \$(0.8) for the three months ended March 31, 2017)	2.0	—
Reclassification adjustment for amounts recognized in net income	(0.3)	(0.1)
	1.7	(0.1)
Pension and other post-retirement benefits		
Net actuarial loss amortization (net of tax of \$1.5 and \$(0.5), respectively)	(3.9)	0.9
Other comprehensive income (loss), net of tax	44.9	30.0
Comprehensive income (loss)	(7.3)	198.5
Less: comprehensive income (loss) attributable to noncontrolling interests	6.6	0.4
Comprehensive income (loss) attributable to Diebold Nixdorf, Incorporated	\$ (13.9)	\$ 198.1

See accompanying notes to condensed consolidated financial statements.

DIEBOLD NIXDORF, INCORPORATED AND SUBSIDIARIES
Condensed Consolidated Statements of Cash Flows
(unaudited)
(in millions)

	Three Months Ended March 31,	
	2017	2016
Cash flow from operating activities		
Net income (loss)	\$ (52.2)	\$ 168.5
Income (loss) from discontinued operations, net of tax	—	147.8
Income (loss) from continuing operations, net of tax	(52.2)	20.7
Adjustments to reconcile net income (loss) to cash flow used by operating activities:		
Depreciation and amortization	58.6	15.0
Share-based compensation	6.8	5.6
Excess tax benefits from share-based compensation	(0.1)	—
(Gain) loss on sale of assets, net	(0.4)	0.4
Impairment of assets	3.1	—
Equity in earnings of investees	0.8	—
Gain on foreign currency option contracts, net	—	(36.5)
Changes in certain assets and liabilities		
Trade receivables	(36.8)	(36.6)
Inventories	(16.9)	(31.9)
Prepaid expenses	(2.6)	0.1
Prepaid income taxes	(37.2)	(13.3)
Other current assets	(28.6)	(9.7)
Accounts payable	(22.4)	(37.3)
Deferred revenue	82.0	3.8
Deferred income taxes	(8.7)	4.6
Certain other assets and liabilities	(11.8)	5.2
Net cash used by operating activities - continuing operations	(66.4)	(109.9)
Net cash used by operating activities - discontinued operations	—	(5.3)
Net cash used by operating activities	(66.4)	(115.2)
Cash flow from investing activities		
Proceeds from maturities of investments	84.9	35.1
Payments for purchases of investments	(95.1)	(39.5)
Proceeds from sale of assets	2.0	0.2
Capital expenditures	(12.1)	(4.7)
Increase in certain other assets	(8.7)	(4.9)
Net cash used by investing activities - continuing operations	(29.0)	(13.8)
Net cash provided by investing activities - discontinued operations	—	365.1
Net cash provided (used) by investing activities	(29.0)	351.3
Cash flow from financing activities		
Dividends paid	(7.6)	(18.8)
Debt issuance costs	—	(0.8)
Restricted cash, net	—	(116.1)
Revolving credit facility borrowings (repayments), net	20.0	73.1
Other debt borrowings	19.1	17.3
Other debt repayments	(84.0)	(198.0)
Distributions and payments to noncontrolling interest holders	(15.7)	(2.0)
Excess tax benefits from share-based compensation	0.1	—
Issuance of common shares	0.3	—
Repurchase of common shares	(4.6)	(1.7)
Net cash used by financing activities	(72.4)	(247.0)
Effect of exchange rate changes on cash and cash equivalents	5.2	3.4
Increase (decrease) in cash and cash equivalents	(162.6)	(7.5)
Add: Cash overdraft included in assets held for sale at beginning of period	—	(1.5)
Cash and cash equivalents at the beginning of the period	652.7	313.6
Cash and cash equivalents at the end of the period	\$ 490.1	\$ 304.6

See accompanying notes to condensed consolidated financial statements.

DIEBOLD NIXDORF, INCORPORATED AND SUBSIDIARIES
FORM 10-Q as of March 31, 2017
Notes to Condensed Consolidated Financial Statements
(unaudited)
(in millions, except per share amounts)

Note 1: Consolidated Financial Statements

The accompanying unaudited condensed consolidated financial statements of Diebold Nixdorf, Incorporated and its subsidiaries (collectively, the Company) have been prepared in accordance with the instructions to Form 10-Q and therefore do not include all information and footnotes necessary for a fair presentation of financial position, results of operations and cash flows in conformity with accounting principles generally accepted in the United States (U.S. GAAP); however, such information reflects all adjustments (consisting solely of normal recurring adjustments) that are, in the opinion of management, necessary for a fair statement of the results for the interim periods.

The condensed consolidated financial statements should be read in conjunction with the consolidated financial statements and notes contained in the Company's annual report on Form 10-K for the year ended December 31, 2016. In addition, some of the Company's statements in this quarterly report on Form 10-Q may involve risks and uncertainties that could significantly impact expected future results. The results of operations for the three months ended March 31, 2017 are not necessarily indicative of results to be expected for the full year.

In August 2016, the Company acquired Diebold Nixdorf AG, formerly known as Wincor Nixdorf Aktiengesellschaft (the Acquisition). In connection with the business combination agreement related to the Acquisition, the Company announced the realignment of its lines of business to drive greater efficiency and further improve customer service. During the first quarter of 2017, the Company reorganized the management team reporting to the Chief Operating Decision Maker (CODM) and evaluated and assessed the line of business (LOB) reporting structure. The Company's reportable operating segments are based on the following three LOBs: Services, Systems, and Software. As a results, the Company reclassified comparative periods for consistency.

The Company has reclassified the presentation of certain prior-year information to conform to the current presentation.

Recently Issued Accounting Guidance

In May 2014, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2014-09, *Revenue from Contracts with Customers* (ASU 2014-09), which requires an entity to recognize the amount of revenue to which it expects to be entitled for the transfer of promised goods or services to customers. ASU 2014-09 will replace most existing revenue recognition guidance in U.S. GAAP when it becomes effective. In March 2016, the FASB issued ASU 2016-08, *Revenue from Contracts with Customers (Topic 606): Principal versus Agent Considerations (Reporting Revenue Gross versus Net)* (ASU 2016-08). The FASB issued the amendment to clarify the implementation guidance on principal versus agent considerations. In April 2016, the FASB issued ASU 2016-10, *Revenue from Contracts with Customers (Topic 606): Identifying Performance Obligations and Licensing* (ASU 2016-10). The FASB issued the amendment to clarify the following two aspects of Topic 606: identifying performance obligations and the licensing implementation guidance, while retaining the related principles for those areas. In May 2016, the FASB issued ASU 2016-11, *Revenue Recognition (Topic 605) and Derivatives and Hedging (Topic 815): Rescission of SEC Guidance Because of Accounting Standards Updates 2014-09 and 2014-16 Pursuant to Staff Announcements at the March 3, 2016 EITF Meeting* (ASU 2016-11). The FASB issued the amendment to rescind the following aspects of Topic 606. Specifically, registrants should not rely on the following SEC Staff Observer comments upon adoption of Topic 606: Revenue and Expense Recognition for Freight Services in Process, which is codified in paragraph 605-20-S99-2; Accounting for Shipping and Handling Fees and Costs, which is codified in paragraph 605-45-S99-1; Accounting for Consideration Given by a Vendor to a Customer (including Reseller of the Vendor's Products), which is codified in paragraph 605-50-S99-1; Accounting for Gas-Balancing Arrangements (that is, use of the "entitlements method"), which is codified in paragraph 932-10-S99-5. Additionally, in May 2016, the FASB issued ASU 2016-12, *Revenue from Contracts with Customers (Topic 606): Identifying Performance Obligations and Licensing: Narrow-Scope Improvements and Practical Expedients* (ASU 2016-12). The FASB issued the amendment to improve Topic 606 by reducing the potential for diversity in practice at initial application and reducing the cost and complexity of applying Topic 606 both at transition and on an ongoing basis.

The standard along with its amendments are effective for the Company on January 1, 2018. Early application was permitted on the original adoption date of January 1, 2017. The standard permits the use of either the retrospective or modified retrospective (cumulative effect) transition method and we have not yet selected which transition method we will apply.

In 2015, we established a cross-functional steering committee and project implementation team to assess the impact of the standard on the Company's legacy revenue from contracts with customers. We utilized a bottoms-up approach to assess and document the impact of the standard on the Company's contract portfolio by reviewing its current accounting policies and practices against

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Notes to Condensed Consolidated Financial Statements (continued)
(unaudited)
(in millions, except per share amounts)

application of the requirements of the new standard to identify potential differences. A broad-scope contract analysis was carried out to substantiate the results of the assessment and a business process, systems and controls review was performed to identify necessary changes to support recognition and disclosure under the new standard.

The implementation team has reported the findings and progress of the project to management and the Audit Committee of the Company's board of directors on a frequent basis over the last year. In late 2016, the impact assessment was expanded to include Diebold Nixdorf AG revenue from contracts with customers. The Company's initial assessment indicates potential for earlier timing of revenue recognition related to product shipments. The Company will continue its evaluation and assessment on the impact on the financial statements and related disclosures.

In January 2016, the FASB issued ASU 2016-01, *Financial Instruments - Overall (subtopic 825-10): Recognition and Measurement of Financial Assets and Financial Liabilities* (ASU 2016-01). This amendment requires equity investments (except those accounted for under the equity method of accounting or those that result in consolidation of the investee) to be measured at fair value with changes in fair value recognized in net income. The amendment simplifies the impairment assessment of equity investments without readily determinable fair values by requiring a qualitative assessment to identify impairment. It eliminates the requirement for public business entities to disclose the method(s) and significant assumptions used to estimate the fair value that is required to be disclosed for financial instruments measured at amortized cost on the balance sheet. The amendment requires public business entities to use the exit price notion when measuring the fair value of financial instruments for disclosure purposes. Additionally, the update requires an entity to present separately in other comprehensive income the portion of the total change in the fair value of a liability resulting from a change in the instrument-specific credit risk when the entity has elected to measure the liability at fair value in accordance with the fair value option for financial instruments and requires an entity to separate presentation of financial assets and financial liabilities by measurement category and form of financial asset (that is, securities or loans and receivables) on the balance sheet or the accompanying notes to the financial statements. The standard is effective for the Company on December 15, 2017, with early adoption permitted. The adoption of ASU 2016-01 is not expected to have a material impact on the financial statements of the Company.

In February 2016, the FASB issued ASU 2016-02, *Leases (Topic 842)* (ASU 2016-02). The FASB issued the update to require the recognition of lease assets and liabilities on the balance sheet of lessees. ASU 2016-02 will be effective for the Company on January 1, 2019, including interim periods. ASU 2016-02 requires a modified retrospective transition method with the option to elect a package of practical expedients. Early adoption is permitted. The Company is evaluating the effect that ASU 2016-02 will have on its financial statements and related disclosures.

In January 2017, the FASB issued ASU 2017-04, *Intangibles - Goodwill and Other (Topic 350): Simplifying the Test for Goodwill Impairment* (ASU 2017-04). The FASB issued the update to simplify the measurement of goodwill by eliminating step 2 from the goodwill impairment test. An entity should recognize an impairment charge for the amount by which the carrying amount exceeds the reporting unit's fair value. ASU 2017-04 will be effective for public companies for fiscal years beginning after December 15, 2019, including interim periods. Early adoption is permitted. The Company is evaluating the effect that ASU 2017-04 will have on its financial statements and related disclosures.

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FORM 10-Q as of March 31, 2017
Notes to Condensed Consolidated Financial Statements (continued)
(unaudited)
(in millions, except per share amounts)

Note 2: Acquisitions

Diebold Nixdorf AG is one of the world's leading providers of information technology (IT) solutions and services to retail banks and the retail industry. The Acquisition is consistent with the Company's transformation into a world-class, services-led and software-enabled company, supported by innovative hardware. Diebold Nixdorf AG complements and extends its existing capabilities. The Company considered a number of factors in connection with its evaluation of the transaction, including significant strategic opportunities and potential synergies, as generally supporting its decision to enter into the business combination agreement with Diebold Nixdorf AG. The Acquisition expands the Company's global presence substantially, especially in Europe, Middle East, and Africa (EMEA). The Diebold Nixdorf AG business enhances the Company's existing portfolio. Diebold Nixdorf AG has a fiscal year end of September 30. For the twelve months ended September 30, 2016, Diebold Nixdorf AG recorded net sales of €2,578.6 as reported using International Financial Reporting Standards (IFRS) as issued by the European Union (EU).

In the fourth quarter of 2015, the Company announced its intention to acquire all 29.8 Diebold Nixdorf AG ordinary shares outstanding (33.1 total Diebold Nixdorf AG ordinary shares issued inclusive of 3.3 treasury shares) through a voluntary tender offer for €38.98 in cash and 0.434 common shares of the Company per Diebold Nixdorf AG ordinary share outstanding.

On August 15, 2016, the Company consummated the Acquisition by acquiring, through Diebold Holding Germany Inc. & Co. KGaA (Diebold KGaA), a German partnership limited by shares and a wholly owned subsidiary of the Company, 22.9 Diebold Nixdorf AG ordinary shares representing 69.2 percent of total number of Diebold Nixdorf AG ordinary shares inclusive of treasury shares (76.7 percent of all Diebold Nixdorf AG ordinary shares outstanding) in exchange for an aggregate preliminary purchase price consideration of \$1,265.7, which included the issuance of 9.9 common shares of the Company. The Company financed the cash portion of the Acquisition as well as the repayment of Diebold Nixdorf AG debt outstanding with funds available under the Company's Credit Agreement (as defined in note 13) and proceeds from the issuance and sale of the \$400.0 aggregate principal amount of 8.50 percent senior notes due 2024 (the 2024 Senior Notes).

Subsequent to the closing of the Acquisition, the board of directors of the Company, the supervisory and management boards of Diebold Nixdorf AG as well as the shareholders of Diebold KGaA and Diebold Nixdorf AG on September 26, 2016 each approved the proposed the Domination and Profit and Loss Transfer Agreement (DPLTA). The DPLTA became effective by entry in the commercial register at the local court of Paderborn (Germany) on February 14, 2017.

Pursuant to the DPLTA, subject to certain limitations pursuant to applicable law, (i) Diebold KGaA has the ability to issue binding instructions to the management board of Diebold Nixdorf AG, (ii) Diebold Nixdorf AG will transfer all of its annual profits to Diebold KGaA, and (iii) Diebold KGaA will generally absorb all annual losses incurred by Diebold Nixdorf AG. In addition, the DPLTA offers the Diebold Nixdorf AG minority shareholders, at their election, (i) the ability to put their Diebold Nixdorf AG ordinary shares to Diebold KGaA in exchange for cash compensation of €55.02 per Diebold Nixdorf AG ordinary share, or (ii) to remain Diebold Nixdorf AG minority shareholders and receive a recurring compensation in cash of €3.13 (€2.82 net under the current taxation regime) per Diebold Nixdorf AG ordinary share for each full fiscal year of Diebold Nixdorf AG. The ultimate timing and amount of any future cash payments related to the DPLTA are uncertain.

The information included herein has been prepared based on the preliminary allocation of the purchase price using estimates of the fair value and useful lives of assets acquired and liabilities assumed which were determined with the assistance of independent valuations using discounted cash flow and comparative market multiple approaches, quoted market prices and estimates made by management. The purchase price allocation is subject to further adjustment until all pertinent information regarding the assets and liabilities acquired are fully evaluated by the Company, including but not limited to, the fair value accounting, legal and tax matters, obligations, deferred taxes and the allocation of goodwill.

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Notes to Condensed Consolidated Financial Statements (continued)
(unaudited)
(in millions, except per share amounts)

The aggregate preliminary consideration, excluding \$110.7 of cash acquired, for the Acquisition was \$1,265.7, which consisted of the following:

Cash paid	\$ 995.3
Less: cash acquired	(110.7)
Payments for acquisition, net of cash acquired	884.6
Common shares issued to Diebold Nixdorf AG shareholders	279.7
Other consideration	(9.3)
Total preliminary consideration, net of cash acquired	\$ 1,155.0

Other consideration of \$(9.3) represents the preexisting net trade balances the Company owed to Diebold Nixdorf AG, which were deemed settled as of the acquisition date.

The following table presents the preliminary estimated fair value of the assets acquired and liabilities assumed from the Acquisition as of the date of acquisition based on the allocation of the total preliminary consideration, net of cash acquired:

	Preliminary amounts recognized as of: March 31, 2017
Trade receivables	\$ 474.1
Inventories	487.2
Prepaid expenses	39.3
Current assets held for sale	106.6
Other current assets	79.9
Property, plant and equipment	247.1
Intangible assets	802.1
Deferred income taxes	109.7
Other assets	27.0
Total assets acquired	2,373.0
Notes payable	159.8
Accounts payable	321.5
Deferred revenue	158.0
Payroll and other benefits liabilities	191.6
Current liabilities held for sale	56.6
Other current liabilities	196.3
Pensions and other benefits	103.2
Other noncurrent liabilities	458.9
Total liabilities assumed	1,645.9
Redeemable noncontrolling interest	(46.8)
Fair value of noncontrolling interest	(407.9)
Total identifiable net assets acquired, including noncontrolling interest	272.4
Total preliminary consideration, net of cash acquired	1,155.0
Goodwill	\$ 882.6

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FORM 10-Q as of March 31, 2017
Notes to Condensed Consolidated Financial Statements (continued)
(unaudited)
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Included in the preliminary purchase price allocation are acquired identifiable intangibles of \$802.1, the fair value of which was primarily determined by applying the income approach, using several significant unobservable inputs for projected cash flows and a discount rate. These inputs are considered Level 3 inputs under the fair value measurements and disclosure guidance.

The Company preliminarily recorded acquired intangible assets in the following table as of the acquisition date:

	Weighted-average useful lives	August 15, 2016
Trade name	3.0 years	\$ 30.1
Technologies	4.0 years	107.2
Customer relationships	9.5 years	658.5
Other	various	6.3
Intangible assets		<u>\$ 802.1</u>

Noncontrolling interest reflects a fair value adjustment of \$407.9 consisting of \$386.7 related to the Diebold Nixdorf AG ordinary shares the Company did not acquire and \$21.2 for the pre-existing noncontrolling interests. Noncontrolling interests with certain redemption features, such as put rights that are not within the control of the issuer and are considered redeemable noncontrolling interests. On February 14, 2017, the DPLTA became effective by entry in the commercial register of the local court of Paderborn. As a result, the carrying value of the noncontrolling interest related to the Diebold Nixdorf AG ordinary shares the Company did not acquire of \$386.7, which was presented as a component of total equity as of December 31, 2016, has been reclassified to redeemable noncontrolling interest during the first quarter of 2017. For the period of time that the DPLTA is effective, the noncontrolling interest related to the Diebold Nixdorf AG ordinary shares the Company did not acquire will remain in redeemable noncontrolling interest and presented outside of equity in the condensed consolidated balance sheets of the Company.

Goodwill is calculated as the excess of the purchase price over the estimated fair values of the assets acquired and the liabilities assumed from the Acquisition, and represents the future economic benefits arising from other assets acquired that could not be individually identified and separately recognized. This goodwill is primarily the result of anticipated synergies achieved through increased scale, a streamlined portfolio of products and solutions, higher utilization of the service organization, workforce rationalization in overlapping regions and shared back office resources. The Company has preliminarily allocated goodwill to its Services, Software and Systems reportable operating segments (refer to note 12). The goodwill associated with the Acquisition is not deductible for income tax purposes.

Net sales, income (loss) from continuing operations before taxes and net income (loss) attributable to Diebold Nixdorf, Incorporated from the Acquisition included in the Company's results for the quarter ended March 31, 2017, are as follows:

	Three Months Ended March 31, 2017
Net sales	\$ 623.6
Income (loss) from continuing operations before taxes	\$ (29.6)
Net income (loss) attributable to Diebold Nixdorf, Incorporated	\$ (24.4)

The Acquisition's income (loss) from continuing operations before taxes subsequent to the acquisition date includes purchase accounting pretax charges related to deferred revenue of \$10.4 and amortization of acquired intangibles of \$31.8, offset by a reduction of \$1.6 depreciation expense related to the change in useful lives.

The Company incurred deal-related costs in connection with the Acquisition, of \$14.9, which are included in selling, general and administrative expenses in the Company's condensed consolidated statements of operations for three months ended March 31, 2016. No Acquisition-related deal costs have been incurred during the three months ended March 31, 2017.

Unaudited pro forma Information The unaudited pro forma information is presented for illustrative purposes only. It is not necessarily indicative of the results of operations of future periods, or the results of operations that actually would have been realized had the entities been a single company during the periods presented or the results that the combined company will experience after the Acquisition. The unaudited pro forma information does not give effect to the potential impact of current financial conditions,

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regulatory matters or any anticipated synergies, operating efficiencies or cost savings that may be associated with the Acquisition. The unaudited pro forma information also does not include any integration costs or remaining future transaction costs that the companies may incur related to the Acquisition as part of combining the operations of the companies. The Company's fiscal year ends on December 31 while Diebold Nixdorf AG's fiscal year ends on September 30.

The pro forma information in the table below for the three months ended March 31, 2016 includes unaudited pro forma information that represents the consolidated results of the Company as if the Acquisition occurred as of January 1, 2015:

	Unaudited pro forma information
	March 31, 2016
Net sales	\$ 1,158.5
Gross profit	\$ 294.6
Operating profit	\$ 35.3
Net income (loss) attributable to Diebold Nixdorf, Incorporated ⁽¹⁾	\$ 185.0
Net income (loss) attributable to Diebold Nixdorf, Incorporated per share - basic ⁽¹⁾	2.47
Net income (loss) attributable to Diebold Nixdorf, Incorporated per share - diluted ⁽¹⁾	2.45
Basic weighted-average shares outstanding	75.0
Diluted weighted-average shares outstanding	75.6

(1) Net income (loss) for the the three months ended March 31, 2016 includes income from discontinued operations, net of tax of \$147.8.

The unaudited pro forma information has been adjusted with respect to certain aspects of the Acquisition to reflect the following:

- Additional depreciation and amortization expenses that would have been recognized assuming preliminary fair value adjustments to the existing Diebold Nixdorf AG assets acquired and liabilities assumed, including intangible assets, fixed assets and expense associated with the valuation of inventory acquired.
- Increased interest expense due to additional borrowings to fund the Acquisition.

The pro forma results do not include any anticipated cost synergies or other effects of the planned integration of the acquired business. Accordingly, such pro forma amounts are not necessarily indicative of the results that actually would have occurred had the Acquisition been completed as of January 1, 2015, nor are they indicative of the future operating results of the Company.

Note 3: Redeemable Noncontrolling Interests

Changes in redeemable noncontrolling interests were as follows:

	Redeemable Noncontrolling Interests
Balance at December 31, 2016	\$ 44.1
Other comprehensive income (loss)	(18.6)
Redemption value adjustment	39.4
Redemption of shares	(1.7)
Reclassification of noncontrolling interest	386.7
Balance at March 31, 2017	<u>\$ 449.9</u>

In connection with the Acquisition, the Company assumed pre-existing noncontrolling interests with certain redemption features, such as put rights that are not within the control of the issuer, which are considered redeemable noncontrolling interests. The redeemable noncontrolling interests were preliminarily recorded at fair value as of the Acquisition date by applying the income approach using unobservable inputs for projected cash flows and a discount rate, which are considered Level 3 inputs, and subject to change as the measurement period related to the Acquisition has not expired and purchase accounting remains preliminary. The Company adjusts the redeemable noncontrolling interest to redemption value (which approximates fair value) at each balance sheet date with changes recognized as an adjustment to additional paid-in capital. In the event the historical cost of the redeemable

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noncontrolling interest, which represents initial cost, adjusted for contributions, distributions and the allocation of profits or losses, is in excess of estimated fair value, the Company records the redeemable noncontrolling interest at historical cost. The ultimate amount and timing of any future cash payments related to the put rights are uncertain.

Note 4: Earnings (Loss) Per Share

Basic earnings (loss) per share is based on the weighted-average number of common shares outstanding. Diluted earnings (loss) per share includes the dilutive effect of potential common shares outstanding. Under the two-class method of computing earnings (loss) per share, non-vested share-based payment awards that contain rights to receive non-forfeitable dividends are considered participating securities. The Company's participating securities include restricted stock units (RSUs), deferred shares, and shares that were vested, but deferred by the employee. The Company calculated basic and diluted earnings (loss) per share under both the treasury stock method and the two-class method. For the three months ended March 31, 2017 and 2016, there was no impact in the per share amounts calculated under the two methods. Accordingly, the treasury stock method is disclosed below.

The following represents amounts used in computing earnings (loss) per share and the effect on the weighted-average number of shares of dilutive potential common shares:

	Three Months Ended March 31,	
	2017	2016
Numerator		
Income (loss) used in basic and diluted earnings (loss) per share		
Income (loss) from continuing operations, net of tax	\$ (52.2)	\$ 20.7
Net income attributable to noncontrolling interests	6.6	0.3
Income (loss) before discontinued operations, net of tax	(58.8)	20.4
Income (loss) from discontinued operations, net of tax	—	147.8
Net income (loss) attributable to Diebold Nixdorf, Incorporated	<u>\$ (58.8)</u>	<u>\$ 168.2</u>
Denominator		
Weighted-average number of common shares used in basic earnings (loss) per share	75.3	65.1
Effect of dilutive shares ⁽¹⁾	—	0.6
Weighted-average number of shares used in diluted earnings (loss) per share	<u>75.3</u>	<u>65.7</u>
Basic earnings (loss) per share		
Income (loss) from continuing operations, net of tax	\$ (0.78)	\$ 0.31
Income (loss) from discontinued operations, net of tax	—	2.27
Net income (loss) attributable to Diebold Nixdorf, Incorporated	<u>\$ (0.78)</u>	<u>\$ 2.58</u>
Diluted earnings (loss) per share		
Income (loss) from continuing operations, net of tax	\$ (0.78)	\$ 0.31
Income (loss) from discontinued operations, net of tax	—	2.25
Net income (loss) attributable to Diebold Nixdorf, Incorporated	<u>\$ (0.78)</u>	<u>\$ 2.56</u>

Anti-dilutive shares

Anti-dilutive shares not used in calculating diluted weighted-average shares	1.9	1.9
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- (1) Incremental shares of 0.9 shares were excluded from the computation of diluted earnings (loss) per share for the three months ended March 31, 2017 because their effect is anti-dilutive due to the net loss attributable to Diebold Nixdorf, Incorporated.

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Note 5: Equity

The following table presents changes in shareholders' equity attributable to Diebold Nixdorf, Incorporated and the noncontrolling interests:

	Three Months Ended March 31,	
	2017	2016
Diebold Nixdorf, Incorporated shareholders' equity		
Balance at beginning of period	\$ 591.4	\$ 412.4
Comprehensive income (loss) attributable to Diebold Nixdorf, Incorporated	(13.9)	198.1
Common shares	0.6	0.3
Additional capital ⁽¹⁾	(32.8)	5.3
Treasury shares	(4.6)	(1.7)
Dividends paid	(7.6)	(18.8)
Balance at end of period	<u>\$ 533.1</u>	<u>\$ 595.6</u>
Noncontrolling interests		
Balance at beginning of period	\$ 433.4	\$ 23.1
Comprehensive income attributable to noncontrolling interests, net	6.6	0.4
Reclassification to redeemable noncontrolling interest	(386.7)	—
Reclassification of guaranteed dividend to accrued liabilities	(5.7)	—
Distributions to noncontrolling interest holders	(12.8)	—
Balance at end of period	<u>\$ 34.8</u>	<u>\$ 23.5</u>

(1) The decrease for the three months ended March 31, 2017 is primarily attributable to the redemption value adjustment to the redeemable noncontrolling interest.

Note 6: Accumulated Other Comprehensive Income (Loss) (AOCI)

The following table summarizes the changes in the Company's AOCI, net of tax, by component for the three months ended March 31, 2017:

	Translation	Foreign Currency Hedges	Interest Rate Hedges	Pension and Other Post- retirement Benefits	Other	Accumulated Other Comprehensive Income (Loss)
Balance at January 1, 2017	\$ (251.2)	\$ (5.7)	\$ 4.6	\$ (89.3)	\$ 0.3	\$ (341.3)
Other comprehensive income (loss) before reclassifications	49.3	(2.2)	2.0	—	—	49.1
Amounts reclassified from AOCI	—	—	(0.3)	(3.9)	—	(4.2)
Net current-period other comprehensive income (loss)	49.3	(2.2)	1.7	(3.9)	—	44.9
Balance at March 31, 2017	<u>\$ (201.9)</u>	<u>\$ (7.9)</u>	<u>\$ 6.3</u>	<u>\$ (93.2)</u>	<u>\$ 0.3</u>	<u>\$ (296.4)</u>

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The following table summarizes the changes in the Company's AOCI, net of tax, by component for the three months ended March 31, 2016:

	Translation	Foreign Currency Hedges	Interest Rate Hedges	Pension and Other Post- retirement Benefits	Other	Accumulated Other Comprehensive Income (Loss)
Balance at January 1, 2016	\$ (215.6)	\$ 5.0	\$ (0.1)	\$ (107.8)	\$ 0.4	\$ (318.1)
Other comprehensive income (loss) before reclassifications ⁽¹⁾	32.6	(3.6)	—	—	—	29.0
Amounts reclassified from AOCI	—	—	(0.1)	0.9	—	0.8
Net current-period other comprehensive income (loss)	32.6	(3.6)	(0.1)	0.9	—	29.8
Balance at March 31, 2016	<u>\$ (183.0)</u>	<u>\$ 1.4</u>	<u>\$ (0.2)</u>	<u>\$ (106.9)</u>	<u>\$ 0.4</u>	<u>\$ (288.3)</u>

(1) Other comprehensive income (loss) before reclassifications within the translation component excludes \$0.2 of translation attributable to noncontrolling interests.

The following table summarizes the details about amounts reclassified from AOCI:

	Three Months Ended		Affected Line Item in the Statement of Operations
	2017	2016	
Interest rate hedges	\$ (0.3)	\$ (0.1)	Interest expense
Pension and post-retirement benefits:			
Net actuarial loss amortization (net of tax of \$1.5 and \$(0.5), respectively)	(3.9)	0.9	(1)
Total reclassifications for the period	<u>\$ (4.2)</u>	<u>\$ 0.8</u>	

(1) Pension and other post-retirement benefits AOCI components are included in the computation of net periodic benefit cost (refer to note 14).

Note 7: Share-Based Compensation

The Company's share-based compensation payments to employees are recognized based on their grant-date fair values during the period in which the employee is required to provide services in exchange for the award. Share-based compensation is primarily recognized as a component of selling and administrative expense. Total share-based compensation expense was \$6.8 and \$5.6 for the three months ended March 31, 2017 and 2016, respectively.

Options outstanding and exercisable as of March 31, 2017 under the Company's 1991 Equity and Performance Incentive Plan (as Amended and Restated as of February 12, 2014) (the 1991 Plan) and changes during the three months ended March 31, 2017 were as follows:

	Number of Shares	Weighted- Average Exercise Price (per share)	Weighted- Average Remaining Contractual Term (in years)	Aggregate Intrinsic Value ⁽¹⁾
Outstanding at January 1, 2017	1.7	\$ 31.98		
Expired or forfeited	(0.2)	\$ 39.41		
Granted	0.8	\$ 26.60		
Outstanding at March 31, 2017	<u>2.3</u>	\$ 29.70	8	\$ 4.8
Options exercisable at March 31, 2017	1.1	\$ 32.13	7	\$ 0.7
Options vested and expected to vest at March 31, 2017 ⁽²⁾	2.2	\$ 29.80	8	\$ 4.5

(1) The aggregate intrinsic value (the difference between the closing price of the Company's common shares on the last trading day of the first quarter of 2017 and the exercise price, multiplied by the number of "in-the-money" options) that would have been received by the option holders had all option holders exercised their options on March 31, 2017. The amount of aggregate intrinsic value will change based on the fair market value of the Company's common shares.

(2) The options expected to vest are the result of applying the pre-vesting forfeiture rate assumption to total outstanding non-vested options.

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The following table summarizes information on non-vested RSUs and performance shares relating to employees and non-employee directors for the three months ended March 31, 2017:

	Number of Shares	Weighted-Average Grant-Date Fair Value (per share)
RSUs:		
Non-vested at January 1, 2017	1.2	\$ 29.50
Forfeited	(0.1)	\$ 29.64
Vested	(0.4)	\$ 30.73
Granted	0.6	\$ 26.63
Non-vested at March 31, 2017	1.3	\$ 27.96
Performance Shares:		
Non-vested at January 1, 2017	1.2	\$ 31.77
Forfeited	(0.2)	\$ 39.66
Vested	(0.2)	\$ 23.64
Granted	1.7	\$ 31.22
Non-vested at March 31, 2017	2.5	\$ 31.30

Performance shares are granted to employees and vest based on the achievement of certain performance objectives, as determined by the board of directors each year. Each performance share earned entitles the holder to one common share of the Company. The Company's performance shares include performance objectives that are assessed after a three-year period as well as performance objectives that are assessed annually over a three-year period. No shares are vested unless certain performance threshold objectives are met.

As of March 31, 2017, there were 0.1 non-employee director deferred shares vested and outstanding.

On April 26, 2017, the Company's shareholders approved the 2017 Equity and Performance Incentive Plan, which provides for approximately 4.9 of common shares available for grant. This plan will be used to attract and retain directors, officers and employees of the Company by providing incentives and rewards for performance.

Note 8: Income Taxes

Companies are required to apply their estimated annual tax rate on a year-to-date basis in each interim period. Companies should not apply the estimated annual tax rate to interim financial results if the estimated annual tax rate is not reliably predictable. In this situation, the interim tax rate should be based on the actual year-to-date results. We are not able to reasonably estimate the annual effective tax rate for the year ending December 31, 2017, because small fluctuations in the Company's earnings before taxes could result in a material change in the estimated annual tax rate based on the current projections. For this reason, the Company does not believe the estimated annual tax rate provides a reliable estimate and as a result, the Company has computed the interim tax rate based on the actual year-to-date results.

The effective tax rate on the income (loss) from continuing operations for the three months ended March 31, 2017 was 30.2 percent compared to (4.0) percent on income for the three months ended March 31, 2016. The significant increase in the effective tax rate is due to the jurisdictional income (loss) mix and varying statutory rates in the Company's global footprint. In addition, the negative tax rate for the three months ended March 31, 2016 was primarily attributable to the nontaxable \$36.5 mark-to-market gain on foreign currency option contracts related to the Acquisition.

Note 9: Investments

The Company's investments, primarily in Brazil, consist of certificates of deposit that are classified as available-for-sale and stated at fair value based upon quoted market prices. Unrealized gains and losses are recorded in AOCI. Realized gains and losses are recognized in investment income and are determined using the specific identification method. There were no realized gains from the sale of securities and proceeds from the sale of available-for-sale securities for the three months ended March 31, 2017 and 2016.

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The Company has certain strategic alliances that are not consolidated. The Company tests these strategic alliances annually, individually and in aggregate, to determine materiality. The Company owns 40.0 percent of Inspur (Suzhou) Financial Technology Service Co. Ltd. (Inspur JV) and 43.6 percent of Aisino-Wincor Retail & Banking Systems (Shanghai) Co., Ltd. (Aisino JV). The Company engages in transactions in the ordinary course of business. The Company's strategic alliances were determined to be immaterial to the Company and were accounted for under the equity method of investments.

The Company's investments, respectively, consist of the following:

	<u>Cost Basis</u>	<u>Unrealized Gain</u>	<u>Fair Value</u>
As of March 31, 2017			
Short-term investments			
Certificates of deposit	\$ 77.7	\$ —	\$ 77.7
Long-term investments			
Assets held in a rabbi trust	\$ 8.0	\$ 0.9	\$ 8.9
As of December 31, 2016			
Short-term investments			
Certificates of deposit	\$ 64.1	\$ —	\$ 64.1
Long-term investments			
Assets held in a rabbi trust	\$ 7.9	\$ 0.6	\$ 8.5

Securities and other investments also includes a cash surrender value of insurance contracts of \$77.0 and \$77.8 as of March 31, 2017 and December 31, 2016, respectively. In addition, securities and other investments includes an interest rate swap asset carrying value of \$8.6 and \$8.4 as of March 31, 2017 and December 31, 2016, respectively, which also represents fair value (refer to note 18).

Note 10: Allowance for Credit Losses

The following table summarizes the Company's allowance for credit losses for the three months ended March 31, 2017 and 2016:

	<u>Finance Leases</u>	<u>Notes Receivable</u>	<u>Total</u>
Allowance for credit losses			
Balance at January 1, 2017 and March 31, 2017	\$ 0.3	\$ 4.1	\$ 4.4
Balance at January 1, 2016 and March 31, 2016	\$ 0.5	\$ 4.1	\$ 4.6

There were no changes in provision for credit losses, recoveries and write-offs during the three months ended March 31, 2017 and 2016. As of March 31, 2017, finance leases and notes receivable individually evaluated for impairment were \$56.9 and \$18.6, respectively, of which \$23.5 and \$12.5, respectively, relates to the Acquisition, with no provision recorded. As of March 31, 2016, finance leases and notes receivable individually evaluated for impairment were \$73.8 and \$5.7, respectively. As of March 31, 2017 and December 31, 2016, the Company's finance lease receivables in Brazil were \$20.3 and \$26.1, respectively. The decrease is related primarily to recurring customer payments for financing arrangements.

The Company records interest income and any fees or costs related to financing receivables using the effective interest method over the term of the lease or loan. The Company reviews the aging of its financing receivables to determine past due and delinquent accounts. Credit quality is reviewed at inception and is re-evaluated as needed based on customer-specific circumstances. Receivable balances 60 days to 89 days past due are reviewed and may be placed on nonaccrual status based on customer-specific circumstances. Receivable balances are placed on nonaccrual status upon reaching greater than 89 days past due. Upon receipt of payment on nonaccrual financing receivables, interest income is recognized and accrual of interest is resumed once the account has been made current or the specific circumstances have been resolved.

As of March 31, 2017 and December 31, 2016, the recorded investment in past due financing receivables on nonaccrual status was \$0.5 and \$0.4, respectively, and there were no recorded investments in finance receivables past due 90 days or more and still

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accruing interest. The recorded investment in impaired notes receivable was \$4.1 as of March 31, 2017 and December 31, 2016 and was fully reserved.

The following table summarizes the Company's aging of past-due notes receivable balances:

	March 31, 2017	December 31, 2016
30-59 days past due	\$ —	\$ 0.1
60-89 days past due	—	—
> 89 days past due ⁽¹⁾	4.0	3.9
Total past due	<u>\$ 4.0</u>	<u>\$ 4.0</u>

(1) Past due notes receivable balances greater than 89 days are fully reserved.

Note 11: Inventories

Major classes of inventories are summarized as follows:

	March 31, 2017	December 31, 2016
Finished goods	\$ 341.4	\$ 330.5
Service parts	247.9	235.2
Raw materials and work in process	171.8	172.0
Total inventories	<u>\$ 761.1</u>	<u>\$ 737.7</u>

Note 12: Goodwill and Other Assets

The Company's three reportable operating segments are Services, Software and Systems. The Company has preliminarily allocated goodwill to its Services, Software and Systems reportable operating segments. The changes in carrying amounts of goodwill within the Company's segments are summarized as follows:

	Services	Software	Systems	Total
Goodwill	\$ 452.2	\$ —	\$ —	\$ 452.2
Accumulated impairment losses	(290.7)	—	—	(290.7)
Balance at January 1, 2016	<u>\$ 161.5</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 161.5</u>
Goodwill acquired	459.1	238.7	184.8	882.6
Goodwill adjustment	(0.5)	—	—	(0.5)
Currency translation adjustment	(20.8)	(13.8)	(10.7)	(45.3)
Goodwill	\$ 890.0	\$ 224.9	\$ 174.1	\$ 1,289.0
Accumulated impairment losses	(290.7)	—	—	(290.7)
Balance at December 31, 2016	<u>\$ 599.3</u>	<u>\$ 224.9</u>	<u>\$ 174.1</u>	<u>\$ 998.3</u>
Currency translation adjustment	8.3	2.9	2.2	13.4
Goodwill	898.3	227.8	176.3	1,302.4
Accumulated impairment losses	(290.7)	—	—	(290.7)
Balance at March 31, 2017	<u>\$ 607.6</u>	<u>\$ 227.8</u>	<u>\$ 176.3</u>	<u>\$ 1,011.7</u>

In August 2016, the Company acquired Diebold Nixdorf AG. During the first quarter of 2017, in connection with the business combination agreement related to the Acquisition, the Company realigned its reportable operating segment to its lines of business to drive greater efficiency and further improve customer service.

The acquired Diebold Nixdorf AG goodwill is primarily the result of anticipated synergies achieved through increased scale, a streamlined portfolio of products and solutions, higher utilization of the service organization, workforce rationalization in overlapping regions and shared back office resources. The Company also expects, after completion of the business combination and related integration, to generate strong free cash flow, which would be used to make investments in innovative software and

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solutions and reduce debt. The Company has preliminarily allocated goodwill to its Services, Software and Systems reportable operating segments.

In connection with the recasting from geographical regions to lines of business reportable operating segments, the Company has identified nine reporting units which are summarized below.

Services	Software	Systems
EMEA	EMEA	EMEA
Americas	Americas	Americas
AP	AP	AP

Management determined that the legacy Americas and Asia Pacific (AP) service reporting units had excess fair value of approximately 80.0 percent and 70.0 percent, respectively, when compared to their carrying amounts. There have been no impairment indicators identified during the three months ended March 31, 2017.

The following summarizes information on intangible assets by major category:

	March 31, 2017			December 31, 2016		
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Internally-developed software	\$ 159.0	\$ (64.2)	\$ 94.8	\$ 151.0	\$ (53.2)	\$ 97.8
Development costs non-software	48.7	(15.7)	33.0	48.4	(9.7)	38.7
Customer relationships	629.1	(41.6)	587.5	621.7	(25.4)	596.3
Other intangibles	87.0	(48.8)	38.2	85.3	(45.2)	40.1
Total	\$ 923.8	\$ (170.3)	\$ 753.5	\$ 906.4	\$ (133.5)	\$ 772.9

Amortization expense on capitalized software of \$9.6 and \$3.2 was included in service and software cost of sales for the three months ended March 31, 2017 and 2016, respectively. The Company's total amortization expense including deferred financing costs was \$39.4 and \$4.5 for the three months ended March 31, 2017 and 2016, respectively. The year-over-year increase in amortization expense was primarily related to the identifiable intangibles related to the Acquisition.

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Note 13: Debt

Outstanding debt balances were as follows:

	March 31, 2017	December 31, 2016
Notes payable		
Uncommitted lines of credit	\$ 42.9	\$ 9.4
Term Loan A Facility	18.7	17.3
Term Loan B Facility - USD	10.0	10.0
Term Loan B Facility - Euro	3.7	3.7
European Investment Bank	—	63.1
Other	2.4	3.4
	<u>\$ 77.7</u>	<u>\$ 106.9</u>
Long-term debt		
Term Loan A Facility	\$ 195.5	\$ 201.3
Term Loan B Facility - USD	785.0	787.5
Term Loan B Facility - Euro	367.6	363.5
2024 Senior Notes	400.0	400.0
Other	0.7	0.8
	<u>1,748.8</u>	<u>1,753.1</u>
Long-term deferred financing fees	(59.1)	(61.7)
	<u>\$ 1,689.7</u>	<u>\$ 1,691.4</u>

As of March 31, 2017, the Company had various international short-term uncommitted lines of credit with borrowing limits of \$226.5. The weighted-average interest rate on outstanding borrowings on the short-term uncommitted lines of credit as of March 31, 2017 and December 31, 2016 was 5.83 percent and 9.87 percent, respectively. The decrease in the weighted-average interest rate is attributable to a change in mix of borrowings of foreign entities. Short-term uncommitted lines mature in less than one year. The amount available under the short-term uncommitted lines at March 31, 2017 was \$183.6.

The cash flows related to debt borrowings and repayments were as follows:

	Three Months Ended	
	March 31,	
	2017	2016
Revolving credit facility borrowings (repayments), net	<u>\$ 20.0</u>	<u>\$ 73.1</u>
Other debt borrowings		
International short-term uncommitted lines of credit borrowings	<u>\$ 19.1</u>	<u>\$ 17.3</u>
Other debt repayments		
Payments on 2006 Senior Notes	\$ —	\$ (175.0)
Payments on Term Loan A Facility under the Credit Agreement	(4.3)	(2.9)
Payments on Term Loan B Facility - USD under the Credit Agreement	(2.5)	—
Payments on Term Loan B Facility - Euro under the Credit Agreement	(1.0)	—
Payments on European Investment Bank	(63.1)	—
International short-term uncommitted lines of credit and other repayments	(13.1)	(20.1)
	<u>\$ (84.0)</u>	<u>\$ (198.0)</u>

The Company entered into a revolving and term loan credit agreement (the Credit Agreement), dated as of November 23, 2015, among the Company and certain of the Company's subsidiaries, as borrowers, JPMorgan Chase Bank, N.A., as Administrative Agent, and the lenders named therein. The Credit Agreement included, among other things, mechanics for the Company's existing

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revolving and term loan A facilities to be refinanced under the Credit Agreement. On December 23, 2015, the Company entered into a Replacement Facilities Effective Date Amendment, which amended the Credit Agreement, among the Company, certain of the Company's subsidiaries, the lenders identified therein and JPMorgan Chase Bank, N.A., as Administrative Agent, pursuant to which the Company refinanced its \$520.0 revolving and \$230.0 term loan A senior unsecured credit facilities (which have been terminated and repaid in full) with, respectively, a new unsecured revolving facility (the Revolving Facility) in an amount of up to \$520.0 and a new (non-delayed draw) unsecured term loan A facility (the Term Loan A Facility) on substantially the same terms as the Delayed Draw Term Facility (as defined in the Credit Agreement) in the amount of up to \$230.0. The Delayed Draw Term Facility of \$250.0 may be drawn up to one year after the closing date of the Acquisition. The Revolving Facility and Term Loan A Facility are subject to the same maximum consolidated net leverage ratio and minimum consolidated interest coverage ratio as the Delayed Draw Term Facility. On December 23, 2020, the Term Loan A Facility will mature and the Revolving Facility will automatically terminate. The weighted-average interest rate on outstanding revolving credit facility borrowings as of March 31, 2017 and December 31, 2016 was 2.75 percent and 2.56 percent, respectively, which is variable based on the London Interbank Offered Rate (LIBOR). The amount available under the revolving credit facility as of March 31, 2017 was \$520.0.

On April 19, 2016, the Company issued the 2024 Senior Notes in an offering exempt from the registration requirements of the Securities Act in connection with the Acquisition. The 2024 Senior Notes are and will be guaranteed by certain of the Company's existing and future domestic subsidiaries.

Also in April 2016, allocation and pricing of the term loan B facility (the Term Loan B Facility) provided under the Credit Agreement (which the Term Loan B Facility was used to provide part of the financing for the Acquisition) was completed. The Term Loan B Facility consists of a \$1,000.0 U.S. dollar-denominated tranche that bears interest at LIBOR plus an applicable margin of 4.50 percent (or, at the Company's option, prime plus an applicable margin of 3.50 percent), and a €350.0 euro-denominated tranche that will bear interest at the Euro Interbank Offered Rate (EURIBOR) plus an applicable margin of 4.25 percent. Each tranche was funded during the second quarter of 2016 at 99 percent of par.

On May 6, and August 16, 2016, the Company entered into the Second and Third Amendments to the Credit Agreement, which re-denominated a portion of the Term Loan B Facility into euros and guaranteed the prompt and complete payment and performance of the obligations when due under the Credit Agreement.

The Amended and Restated Credit Agreement financial covenant ratios at March 31, 2017 are as follows:

- a maximum total net debt to adjusted earnings before interest, taxes, depreciation and amortization (EBITDA) leverage ratio of 4.50 for the three months ended March 31, 2017 (reducing to 4.25 on December 31, 2017, further reduced to 4.00 on December 31, 2018, and further reduced to 3.75 on June 30, 2019); and
- a minimum adjusted EBITDA to net interest expense coverage ratio of not less than 3.00

Below is a summary of financing and replacement facilities information:

Financing and Replacement Facilities	Interest Rate Index and Margin	Maturity/Termination Dates	Term (Years)
Credit Agreement facilities			
Revolving Facility	LIBOR + 1.75%	December 2020	5
Term Loan A Facility	LIBOR + 1.75%	December 2020	5
Delayed Draw Term Loan A	LIBOR + 1.75%	December 2020	5
Term Loan B Facility (\$1,000.0)	LIBOR ⁽ⁱ⁾ + 4.50%	November 2023	7.5
Term Loan B Facility (€350.0)	EURIBOR ⁽ⁱⁱ⁾ + 4.25%	November 2023	7.5
2024 Senior Notes	8.5%	April 2024	8

⁽ⁱ⁾ LIBOR with a floor of 0.75%.

⁽ⁱⁱ⁾ EURIBOR with a floor of 0.75%.

Following the close of the Acquisition, the debt facilities under the Credit Agreement are secured by substantially all assets of the Company and its domestic subsidiaries that are borrowers or guarantors under the Credit Agreement, subject to certain exceptions and permitted liens.

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In March 2006, the Company issued senior notes (2006 Senior Notes) in an aggregate principal amount of \$300.0. The Company funded the repayment of \$75.0 aggregate principal amount of the 2006 Senior Notes at maturity in March 2013 using borrowings under its revolving credit facility and the repayment of \$175.0 aggregate principal amount of the 2006 Senior Notes that matured in March 2016, through the use of proceeds from the divestiture of the Company's North America (NA) electronic security business. Prepayment of the remaining \$50.0 aggregate principal amount of the 2006 Senior Notes were paid in full on May 2, 2016. The prepayment included a make-whole premium of \$3.9, which was paid in addition to the principal and interest of the 2006 Senior Notes.

The Company's financing agreements contain various restrictive financial covenants, including net debt to capitalization, net debt to EBITDA and net interest coverage ratios. As of March 31, 2017, the Company was in compliance with the financial and other covenants within its debt agreements.

Note 14: Benefit Plans

The Company has qualified retirement plans covering certain U.S. employees that have been closed to new participants since 2003 and frozen since December 2013. Plans that cover salaried employees provide retirement benefits based on the employee's compensation during the ten years before the date of the plan freeze or the date of their actual separation from service, if earlier. The Company's funding policy for salaried plans is to contribute annually based on actuarial projections and applicable regulations. Plans covering hourly employees generally provide benefits of stated amounts for each year of service. The Company's funding policy for hourly plans is to make at least the minimum annual contributions required by applicable regulations.

In connection with the Acquisition, the Company acquired postemployment benefit plans for certain groups of employees at the Company's new operations outside of the U.S. Plans vary depending on the legal, economic, and tax environments of the respective country. For financially significant defined benefit plans, accruals for pensions and similar commitments have been included in the results for this year. The new significant defined benefit plans are mainly arranged for employees in Germany, the Netherlands and in Switzerland:

- In Germany, post-employment benefit plans are set up as employer funded pension plans and deferred compensation plans. The employer funded pension commitments in Germany are based upon direct performance-related commitments in terms of defined contribution plans. Each beneficiary receives, depending on individual pay-scale grouping, contractual classification, or income level, different yearly contributions. The contribution is multiplied by an age factor appropriate to the respective pension plan and credited to the individual retirement account of the employee. The retirement accounts may be used up at retirement by either a one-time lump-sum payout or payments of up to ten years. Insured events include disability, death and reaching of retirement age.
- In Switzerland, the post-employment benefit plan is required due to statutory provisions. The employees receive their pension payments as a function of contributions paid, a fixed interest rate and annuity factors. Insured events are disability, death and reaching of retirement age.
- In the Netherlands, there is an average career salary plan, which is employer- and employee-financed and handled by an external fund. Insured events are disability, death and reaching of retirement age. In the Netherlands, the plan assets are currently invested in a company pension fund.

Other financially significant defined benefit plans exist in the U.K., Belgium and France.

The Company has non-qualified pension plans to provide supplemental retirement benefits to certain officers, which was also frozen since December 2013. Benefits are payable at retirement based upon a percentage of the participant's compensation, as defined. In addition to providing retirement benefits, the Company provides post-retirement healthcare and life insurance benefits (referred to as other benefits) for certain retired employees. Retired eligible employees in the U.S. may be entitled to these benefits based upon years of service with the Company, age at retirement and collective bargaining agreements. There are no plan assets and the Company funds the benefits as the claims are paid. The post-retirement benefit obligation was determined by application of the terms of medical and life insurance plans together with relevant actuarial assumptions and healthcare cost trend rates.

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The following table sets forth the net periodic benefit cost for the Company's defined benefit pension plans and other benefits for the three months ended March 31:

	Pension Benefits		Other Benefits	
	2017	2016	2017	2016
Components of net periodic benefit cost				
Service cost	\$ 3.6	\$ 0.9	\$ —	\$ —
Interest cost	7.9	6.2	0.1	0.1
Expected return on plan assets	(8.6)	(6.7)	—	—
Recognized net actuarial loss	1.4	1.4	—	0.1
Net periodic pension benefit cost ⁽¹⁾	<u>\$ 4.3</u>	<u>\$ 1.8</u>	<u>\$ 0.1</u>	<u>\$ 0.2</u>

⁽¹⁾ The increase in net periodic pension benefit cost is a result of the Acquisition.

Contributions

There have been no significant changes to the expected 2017 plan year contribution amounts previously disclosed. For the three months ended March 31, 2017 and 2016, contributions of \$6.9 and \$1.1, respectively, were made to the qualified and non-qualified pension plans.

Note 15: Guarantees and Product Warranties

The Company provides its global operations guarantees and standby letters of credit through various financial institutions for suppliers, customers, regulatory agencies and insurance providers. If the Company is not able to make payment or fulfill contractual obligations, the suppliers, customers, regulatory agencies and insurance providers may draw on the pertinent bank. At March 31, 2017, the maximum future payment obligations related to these various guarantees totaled \$155.7, of which \$28.0 represented standby letters of credit to insurance providers, and no associated liability was recorded. At December 31, 2016, the maximum future payment obligations relative to these various guarantees totaled \$183.3, of which \$28.0 represented standby letters of credit to insurance providers, and no associated liability was recorded.

The Company provides its customers a manufacturer's warranty and records, at the time of the sale, a corresponding estimated liability for potential warranty costs. Estimated future obligations due to warranty claims are based upon historical factors such as labor rates, average repair time, travel time, number of service calls per machine and cost of replacement parts. As of March 31, 2017 and 2016, the Company's warranty liability balances were \$93.1 and \$68.6, respectively. The increase in the warranty liability was largely attributable to the acquired warranty accruals associated with the Acquisition, which was offset by an increase in currency translation in Brazil.

Changes in the Company's warranty liability balance are illustrated in the following table:

	2017	2016
Balance at January 1	<u>\$ 99.4</u>	<u>\$ 73.6</u>
Current period accruals	5.7	1.7
Current period settlements	(12.8)	(10.7)
Currency translation adjustment	0.8	4.0
Balance at March 31	<u>\$ 93.1</u>	<u>\$ 68.6</u>

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Note 16: Commitments and Contingencies

Contractual Obligations

At March 31, 2017, the Company had purchase commitments due within one year totaling \$14.8 for materials through contract manufacturing agreements at negotiated prices.

Indirect Tax Contingencies

The Company accrues non-income-tax liabilities for indirect tax matters when management believes that a loss is probable and the amounts can be reasonably estimated, while contingent gains are recognized only when realized. In the event any losses are sustained in excess of accruals, they are charged against income. In evaluating indirect tax matters, management takes into consideration factors such as historical experience with matters of similar nature, specific facts and circumstances, and the likelihood of prevailing. Management evaluates and updates accruals as matters progress over time. It is reasonably possible that some of the matters for which accruals have not been established could be decided unfavorably to the Company and could require recognizing future expenditures. Also, statutes of limitations could expire without the Company paying the taxes for matters for which accruals have been established, which could result in the recognition of future gains upon reversal of these accruals at that time.

At March 31, 2017, the Company was a party to several routine indirect tax claims from various taxing authorities globally that were incurred in the normal course of business, which neither individually nor in the aggregate are considered material by management in relation to the Company's financial position or results of operations. In management's opinion, the consolidated financial statements would not be materially affected by the outcome of these indirect tax claims and/or proceedings or asserted claims.

In addition to these routine indirect tax matters, the Company was a party to the proceedings described below:

In August 2012, one of the Company's Brazil subsidiaries was notified of a tax assessment of approximately R\$270.0, including penalties and interest, regarding certain Brazil federal indirect taxes (Industrialized Products Tax, Import Tax, Programa de Integração Social and Contribution to Social Security Financing) for 2008 and 2009. The assessment alleges improper importation of certain components into Brazil's free trade zone that would nullify certain indirect tax incentives. On September 10, 2012, the Company filed its administrative defenses with the tax authorities.

In March 2017, the administrative proceedings concluded and the assessment has been reduced approximately 95 percent to a total of R\$17.3 including penalties and interest as of March 2017. The Company is pursuing its remedies in the judicial sphere and management continues to believe that it has valid legal positions. In addition, this matter could negatively impact Brazil federal indirect taxes in other years that remain open under statute. It is reasonably possible that the Company could be required to pay taxes, penalties and interest related to this matter, which could be material to the Company's condensed consolidated financial statements.

The Company has challenged customs rulings in Thailand seeking to retroactively collect customs duties on previous imports of ATMs. Management believes that the customs authority's attempt to retroactively assess customs duties is in contravention of World Trade Organization agreements and, accordingly, is challenging the rulings. In the third quarter of 2015, the Company received a prospective ruling from the United States Customs Border Protection which is consistent with the Company's interpretation of the treaty in question. The Company has submitted that ruling for consideration in its ongoing dispute with Thailand. In August 2016 and February 2017, the tax court of appeals rendered two decisions in favor of the Company related to more than half of the assessments at issue. The remaining matters are currently in various stages of the appeals process and management continues to believe that the Company has a valid legal position in these appeals. Accordingly, the Company has not accrued any amount for this contingency; however, the Company cannot provide any assurance that it will not ultimately be subject to retroactive assessments.

At March 31, 2017 and December 31, 2016, the Company had an accrual related to the Brazil indirect tax matter disclosed above of \$7.6 and \$7.3, respectively. The movement between periods relates to the currency fluctuation in the Brazil real.

A loss contingency is reasonably possible if it has a more than remote but less than probable chance of occurring. Although management believes the Company has valid defenses with respect to its indirect tax positions, it is reasonably possible that a loss

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could occur in excess of the estimated accrual. The Company estimated the aggregate risk at March 31, 2017 to be up to approximately \$141.9 for its material indirect tax matters, of which \$49.1 and \$25.0, respectively, relates to the Brazil indirect tax matter and Thailand customs matter disclosed above. The aggregate risk related to indirect taxes is adjusted as the applicable statutes of limitations expire.

Legal Contingencies

At March 31, 2017, the Company was a party to several lawsuits that were incurred in the normal course of business, which neither individually nor in the aggregate are considered material by management in relation to the Company's financial position or results of operations. In management's opinion, the Company's condensed consolidated financial statements would not be materially affected by the outcome of these legal proceedings, commitments or asserted claims.

Note 17: Derivative Instruments and Hedging Activities

The Company is exposed to certain risks arising from both its business operations and economic conditions. The Company principally manages its exposures to a wide variety of business and operational risks through management of its core business activities. The Company manages economic risks, including interest rate and foreign exchange rate risk, through the use of derivative financial instruments. Specifically, the Company enters into derivative financial instruments to manage exposures that arise from business activities that result in the receipt or payment of future known and uncertain cash amounts, the value of which are determined by interest rates. The Company's derivative financial instruments are used to manage differences in the amount, timing, and duration of the Company's known or expected cash receipts and its known or expected cash payments principally related to the Company's borrowings.

Certain of the Company's foreign operations expose the Company to fluctuations of foreign interest rates and exchange rates. These fluctuations may impact the value of the Company's cash receipts and payments in terms of the Company's functional currency. The Company enters into derivative financial instruments to protect the value or fix the amount of certain obligations in terms of its functional currency.

The Company uses derivatives to mitigate the economic consequences associated with fluctuations in currencies and interest rates. The following table summarizes the gain (loss) recognized on derivative instruments:

Derivative instrument	Classification on condensed consolidated statements of operations	Three Months Ended March 31,	
		2017	2016
Non-designated hedges and interest rate swaps	Interest expense	\$ (0.8)	\$ (1.0)
Gain (loss) on foreign currency option contracts - acquisition related	Miscellaneous, net	—	36.5
Foreign exchange forward contracts and cash flow hedges	Foreign exchange gain (loss), net	1.2	(3.8)
Total		<u>\$ 0.4</u>	<u>\$ 31.7</u>

Foreign Exchange

Net Investment Hedges The Company has international subsidiaries with net balance sheet positions that generate cumulative translation adjustments within AOCI. The Company uses derivatives to manage potential changes in value of its net investments. The Company uses the forward-to-forward method for its quarterly measurement of ineffectiveness assessments of hedge effectiveness. No ineffectiveness results if the notional amount of the derivative matches the portion of the net investment designated as being hedged because the Company uses derivative instruments with underlying exchange rates consistent with its functional currency and the functional currency of the hedged net investment. Changes in value that are deemed effective are accumulated in AOCI where they will remain until they are reclassified to income together with the gain or loss on the entire investment upon substantial liquidation of the subsidiary. The fair value of the Company's net investment hedge contracts were \$(0.5) and \$(0.3) as of March 31, 2017 and December 31, 2016, respectively. The net gain (loss) recognized in AOCI on net investment hedge derivative instruments was \$(3.0) and \$(5.5) in the three months ended March 31, 2017 and 2016, respectively.

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On August 15, 2016, the Company designated its €350.0 euro-denominated Term Loan B Facility as a net investment hedge of its investments in certain subsidiaries that use the Euro as their functional currency in order to reduce volatility in stockholders' equity caused by the changes in foreign currency exchange rates of the Euro with respect to the U.S. Dollar. The notes will bear interest at the EURIBOR plus an applicable margin of 4.25 percent. Effectiveness will be assessed at least quarterly by confirming that the respective designated net investments' net equity balances at the beginning of any period collectively continues to equal or exceed the balance outstanding on the Company's Euro-denominated term loan. Changes in value that are deemed effective are accumulated in AOCI. When the respective net investments are sold or substantially liquidated, the balance of the cumulative translation adjustment in AOCI will be reclassified into earnings. The net gain (loss) recognized in AOCI on net investment hedge foreign currency borrowings was \$(6.1) for the three months ended March 31, 2017. On March 30, 2017, the Company de-designated €130.6 of its euro-denominated Term Loan B Facility.

Non-Designated Hedges A substantial portion of the Company's operations and revenues are international. As a result, changes in foreign exchange rates can create substantial foreign exchange gains and losses from the revaluation of non-functional currency monetary assets and liabilities. The Company's policy allows the use of foreign exchange forward contracts with maturities of up to 24 months to mitigate the impact of currency fluctuations on those foreign currency asset and liability balances. The Company elected not to apply hedge accounting to its foreign exchange forward contracts. Thus, spot-based gains/losses offset revaluation gains/losses within foreign exchange loss, net and forward-based gains/losses represent interest expense or income. The fair value of the Company's non-designated foreign exchange forward contracts was \$(2.9) and \$2.6 as of March 31, 2017 and December 31, 2016, respectively.

Cash Flow Hedges The Company is exposed to fluctuations in various foreign currencies against its functional currency. At the Company, both sales and purchases are transacted in foreign currencies. Wincor Nixdorf International GmbH is the Diebold Nixdorf AG currency management center. Currency risks in the aggregate are identified, quantified, and controlled at the Wincor Nixdorf International GmbH treasury center, and furthermore, it provides foreign currencies if necessary. The Diebold Nixdorf AG subsidiaries are primarily exposed to the USD and GBP as the EUR is its functional currency. This risk is considerably reduced by natural hedging (i.e. management of sales and purchases by choice location and suppliers). For the remainder of the risk that is not naturally hedged, foreign currency forwards are used to manage the exposure between EUR-GBP and EUR-USD.

Derivative transactions are recorded on the balance sheet at fair value. For transactions designated as cash flow hedges, the effective portion of changes in the fair value are recorded in Accumulated Other Comprehensive Income and are subsequently reclassified into earnings in the period that the hedged forecasted transactions impact earnings. The ineffective portion of the change in fair value of the derivatives is recognized directly in earnings. As of March 31, 2017, the Company had the following outstanding foreign currency derivatives that were used to hedge its foreign exchange risks:

Foreign Currency Derivative	Number of Instruments	Notional Sold		Notional Purchased	
Currency forward agreements (EUR-USD)	17	82.2	USD	74.5	EUR
Currency forward agreements (EUR-GBP)	13	34.5	GBP	41.0	EUR
Currency forward agreements (EUR-CAD)	1	4.5	CAD	3.2	EUR
Currency forward agreements (EUR-CZK)	1	144.0	CZK	5.4	EUR

The remaining net currency risk not hedged by forward currency transactions amounts to approximately \$19.6 and £8.5 for the three months ended March 31, 2017. The flows of foreign currency are recorded centrally for Diebold Nixdorf AG and, where feasible, equalized out. No foreign currency options were transacted during the current and previous year. If the euro had been revalued and devalued respectively by 10 percent against the U.S. dollar the other components of equity (before deferred taxes) and the fair value of forward currency transactions would have been €3.7 higher, and €4.5 lower, respectively for the three months ended March 31, 2017. If the euro had been revalued and devalued respectively by 10 percent against pounds sterling as of March 31, 2017, the other components of equity (before deferred taxes) and the fair value of forward currency transactions would have been €6.9 higher and €8.4 lower, respectively, for the three months ended March 31, 2017.

Foreign Currency Option Contracts - acquisition related On November 23, 2015, the Company entered into two foreign currency option contracts to purchase €1,416.0 for \$1,547.1 to hedge against the effect of exchange rate fluctuations on the euro-denominated cash consideration related to the Acquisition and estimated euro-denominated transaction related costs and any outstanding Diebold Nixdorf AG borrowings. At that time, the euro-denominated cash component of the purchase price consideration was €1,162.2. The weighted average strike price was \$1.09 per euro.

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During the year ended December 31, 2016, the Company recorded a \$9.3 mark-to-market gain (loss) on foreign currency and forward option contracts reflected in miscellaneous, net.

Interest Rate

Cash Flow Hedges The Company's objectives in using interest rate derivatives are to add stability to interest expense and to manage its exposure to interest rate movements. To accomplish this objective, the Company primarily uses interest rate swaps as part of its interest rate risk management strategy. Interest rate swaps designated as cash flow hedges involve the receipt of variable amounts from a counterparty in exchange for the Company making fixed-rate payments over the life of the agreements without exchange of the underlying notional amount. During November 2016, the Company entered into multiple pay-fixed receive-variable interest rate swaps outstanding with an aggregate notional amount of \$400.0.

The effective portion of changes in the fair value of derivatives designated and that qualify as cash flow hedges is recorded in AOCI and is subsequently reclassified into earnings in the period that the hedged forecasted transaction affects earnings. During the fourth quarter of 2016, such derivatives were used to hedge the variable cash flows associated with existing variable-rate debt. The ineffective portion of the change in fair value of the derivatives is recognized directly in earnings.

Amounts reported in AOCI related to derivatives will be reclassified to interest expense as interest payments are made on the Company's variable-rate debt. The Company estimates that an additional \$0.1 will be reclassified as an increase to interest expense over the next year.

Additionally, the Company does not use derivatives for trading or speculative purposes and currently does not have any derivatives that are not designated as hedges.

In connection with the Acquisition, the Company acquired an interest swap for a nominal sum of €50.0, which was entered into in May 2010 with a ten-year term from October 1, 2010 until September 30, 2020. For this interest swap, the three-month EURIBOR is received and a fixed interest of 2.974 percent is paid. The fair value, which is measured at market prices. As of March 31, 2017 and December 31, 2016, the fair value was €(6.1) and €(6.3), respectively. Because this swap was accounted for as a cash flow hedge, the change in fair value of €0.2 was directly recognized in AOCI. For the three months ended March 31, 2017, the amount reclassified from equity to profit or loss was not significant.

In December 2005 and January 2006, the Company executed cash flow hedges by entering into pay-fixed receive-variable interest rate swaps, with a total notional amount of \$200.0, related to the 2006 Senior Notes. Amounts previously recorded in AOCI related to the pre-issuance cash flow hedges were reclassified to interest expense on a straight-line basis through February 2016. The gain recognized on designated cash flow hedge derivative instruments was minimal for the three months ended March 31, 2016.

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Note 18: Fair Value of Assets and Liabilities

Assets and Liabilities Recorded at Fair Value

Assets and liabilities subject to fair value measurement are as follows:

		March 31, 2017			December 31, 2016			
		Fair Value	Fair Value Measurements Using		Fair Value	Fair Value Measurements Using		
Classification on condensed consolidated Balance Sheets	Level 1		Level 2	Level 1		Level 2		
Assets								
Short-term investments								
Certificates of deposit	Short-term investments	\$ 77.7	\$ 77.7	\$ —	\$ 64.1	\$ 64.1	\$ —	
Assets held in rabbi trusts	Securities and other investments	8.9	8.9	—	8.5	8.5	—	
Foreign exchange forward contracts	Other current assets	2.9	—	2.9	7.2	—	7.2	
Internal currency swap	Other current assets	2.8	—	2.8	—	—	—	
Interest rate swaps	Securities and other investments	8.6	—	8.6	8.4	—	8.4	
Internal currency swap	Other assets	1.7	—	1.7	—	—	—	
Total		<u>\$ 102.6</u>	<u>\$ 86.6</u>	<u>\$ 16.0</u>	<u>\$ 88.2</u>	<u>\$ 72.6</u>	<u>\$ 15.6</u>	
Liabilities								
Foreign exchange forward contracts	Other current liabilities	\$ 7.5	\$ —	\$ 7.5	\$ 7.7	\$ —	\$ 7.7	
Interest rate swaps	Other current liabilities	6.6	—	6.6	6.9	—	6.9	
Internal currency swap	Other current liabilities	2.8	—	2.8	—	—	—	
Internal currency swap	Other liabilities	1.7	—	1.7	—	—	—	
Deferred compensation	Other liabilities	8.9	8.9	—	8.5	8.5	—	
Total		<u>\$ 27.5</u>	<u>\$ 8.9</u>	<u>\$ 18.6</u>	<u>\$ 23.1</u>	<u>\$ 8.5</u>	<u>\$ 14.6</u>	

The Company uses the end of period when determining the timing of transfers between levels. During the three months ended March 31, 2017, there were no transfers between levels.

The fair value and carrying value of the Company's debt instruments are summarized as follows:

	March 31, 2017		December 31, 2016	
	Fair Value	Carrying Value	Fair Value	Carrying Value
Notes payable	\$ 77.7	\$ 77.7	\$ 106.9	\$ 106.9
Term Loan A Facility	195.5	195.5	201.3	201.3
Term Loan B Facility - USD	785.0	785.0	787.5	787.5
Term Loan B Facility - Euro	367.6	367.6	363.5	363.5
2024 Senior Notes	442.0	400.0	426.0	400.0
Other	0.7	0.7	0.8	0.8
Long-term deferred financing fees	(59.1)	(59.1)	(61.7)	(61.7)
Long-term debt	<u>1,731.7</u>	<u>1,689.7</u>	<u>1,717.4</u>	<u>1,691.4</u>
Total debt instruments	<u>\$ 1,809.4</u>	<u>\$ 1,767.4</u>	<u>\$ 1,824.3</u>	<u>\$ 1,798.3</u>

Refer to note 13 for further details surrounding the increase in long-term debt as of March 31, 2017 compared to December 31, 2016.

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Note 19: Restructuring

The following table summarizes the impact of the Company's restructuring charges on the condensed consolidated statements of operations:

	Three Months Ended March 31,	
	2017	2016
Cost of sales – services and software	\$ 3.0	\$ 0.3
Cost of sales – systems	0.6	—
Selling and administrative expense	8.4	0.1
Research, development and engineering expense	0.9	—
Total	\$ 12.9	\$ 0.4

The following table summarizes the Company's restructuring charges by reportable operating segment:

	Three Months Ended March 31,	
	2017	2016
Severance		
Services	\$ 4.7	\$ —
Software	0.1	0.3
Systems	1.8	0.1
Corporate	6.3	—
Total severance	\$ 12.9	\$ 0.4

Multi-Year Transformation Plan

During the first quarter of 2013, the Company announced a multi-year transformation plan, which focused on globalizing the Company's service organization and creating a unified center-led global organization for research and development, as well as transforming the Company's general and administrative cost structure. Restructuring charges related to the Company's multi-year transformation plan were \$0.4 for the three months ended March 31, 2016. The multi-year transformation plan was considered complete as of December 31, 2016.

DN2020 Plan

On February 28, 2017, the Company launched DN2020, which aligns employee activities with the Company's goal of improving operating profit by \$200.0 through the year 2020. The DN2020 plan focuses on the utilization of cost efficiencies and synergy opportunities that result from the Acquisition. The Company incurred restructuring charges of \$12.9 for the three months ended March 31, 2017 related to DN2020. The Company anticipates additional restructuring costs of approximately \$70 to be incurred through the end of DN2020.

Delta Program

At the beginning of the 2015, Diebold Nixdorf AG initiated the Delta Program related to restructuring and realignment. As part of a change process that will span several years, the Delta Program is designed to hasten the expansion of software and professional services operations and to further enhance profitability in the services business. This program includes expansion in the high-end fields of as managed services and outsourcing. It also involves capacity adjustments on the hardware side, enabling the Company to respond more effectively to market volatility while maintaining its abilities with innovation. As of August 15, 2016, the date of the Acquisition, the restructuring accrual balance acquired was \$45.5 and consisted of severance activities. The Company did not incur restructuring charges during the three months ended March 31, 2017 related to this plan. As of March 31, 2017, the Company does not anticipate additional restructuring costs to be incurred through the end of the plan.

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Strategic Alliance Plan

On November 10, 2016, the Company entered into a strategic alliance plan with the Inspur Group, a Chinese cloud computing and data center company, to develop, manufacture and distribute banking solutions in China. In November 2016, the Inspur JV was formed and the Company does not expect a significant gain or loss from the transaction. The Company did not incur restructuring charges during the three months ended March 31, 2017 related to this plan. The Company anticipates additional restructuring costs of approximately \$1.0 to be incurred through the end of the plan.

The following table summarizes the Company's cumulative total restructuring costs by plan as of March 31, 2017:

	DN2020 Plan	Delta Program	Strategic Alliance	Total
Services	\$ 26.1	\$ 0.1	\$ 2.0	\$ 28.2
Software	5.3	1.8	0.1	7.2
Systems	15.9	—	3.6	19.5
Corporate	8.4	1.3	—	9.7
Total	<u>\$ 55.7</u>	<u>\$ 3.2</u>	<u>\$ 5.7</u>	<u>\$ 64.6</u>

The following table summarizes the Company's restructuring accrual balances and related activity for the three months ended March 31:

	2017	2016
Balance at January 1	\$ 89.9	\$ 4.7
Liabilities incurred	12.9	0.4
Liabilities paid/settled	(27.2)	(1.3)
Balance at March 31	<u>\$ 75.6</u>	<u>\$ 3.8</u>

Note 20: Segment Information

The Company's accounting policies derive segment results that are the same as those the CODM regularly reviews and uses to make decisions, allocate resources and assess performance. The Company continually considers its operating structure and the information subject to regular review by its Chief Executive Officer, who is the CODM, to identify reportable operating segments. The Company's operating structure is based on a number of factors that management uses to evaluate, view and run its business operations, which currently includes, but is not limited to, product, service and solution. The Company measures the performance of each segment based on several metrics, including net sales and segment operating profit. The CODM uses these results to make decisions, allocate resources and assess performance by the LOBs.

Segment revenue represents revenues from sales to external customers. Segment operating profit is defined as revenues less expenses identifiable to those segments. The Company does not allocate to its segments certain operating expenses, which it manages at the corporate level; that are not routinely used in the management of the segments; or information that is impractical to report. These unallocated costs include certain corporate costs, amortization of acquired intangible assets and deferred revenue, restructuring charges, impairment charges, legal, indemnification, and professional fees related to corporate monitor efforts, acquisition and divestiture expenses, along with other income (expenses). Segment operating profit reconciles to consolidated income (loss) from continuing operations before income taxes by deducting corporate costs and other income or expense items that are not attributed to the segments. Assets are not allocated to segments, and thus are not included in the assessment of segment performance, and consequently, we do not disclose total assets and depreciation and amortization expense by reportable operating segment.

In August 2016, in connection with the business combination agreement related to the Acquisition, the Company announced the realignment of its lines of business to drive greater efficiency and further improve customer service. During the first quarter of 2017, the Company reorganized the management team reporting to the CODM and evaluated and assessed the LOB reporting structure. The Company's reportable operating segments are based on the following three LOBs: Services, Systems, and Software. As a result, the Company reclassified comparative periods for consistency. The presentation of comparative periods also reflects the reclassification of certain global manufacturing administration expenses from corporate charges not allocated to segments to segment operating profit.

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Services

Product-related services provided by the Company include proactive monitoring and rapid resolution of incidents through remote service capabilities or an on-site visit. First and second line maintenance, preventive maintenance and on-demand services keep the distributed assets of the Company's customers up and running through a standardized incident management process. Managed services and outsourcing consists of the end-to-end business processes, solution management, upgrades and transaction processing. The global service supply chain optimizes the process for obtaining replacement parts, making repairs, and implementing new features and functionality. The Company also provides a full array of cash management services, which optimizes the availability and cost of physical currency across the enterprise through efficient forecasting, inventory and replenishment processes.

Software

The Company provides front end applications for consumer connection points and back end platforms that manage channel transactions, operations and integration. The Company's hardware-agnostic software applications facilitate millions of transactions via ATMs, point of sale (POS) terminals, kiosks, and a host of other self-service devices. The Company's platform software facilitates omni-channel transactions, endpoint monitoring, remote asset management, marketing, merchandise management and analytics.

The professional services team provides systems integration, customization, consulting and project management. The Company's advisory services team collaborates with its customers to help define optimal user experience, improve business processes, refine existing staffing models and deploy technology to meet branch automation objectives.

Systems

The systems portfolio consists of cash recyclers and dispensers, intelligent deposit terminals, teller automation tools, physical security devices, integrated and mobile POS systems. Supplementing the POS system is a broad range of peripherals, including printers, scales and mobile scanners, as well as the cash management portfolio which offers a wide range of banknote and coin processing systems. Also in the portfolio, the Company provides self-checkout terminals and ordering kiosks.

The following tables represent information regarding the Company's segment information and provides a reconciliation between segment operating profit and the consolidated income (loss) from continuing operations before income taxes:

	Three Months Ended	
	March 31,	
	2017	2016
Revenue summary by segment		
Services	\$ 573.2	\$ 318.7
Software	110.4	22.4
Systems	419.2	168.5
Total revenue	<u>\$ 1,102.8</u>	<u>\$ 509.6</u>
Segment operating profit		
Services	\$ 81.2	\$ 64.0
Software	5.3	(8.3)
Systems	(3.9)	(16.9)
Total segment operating profit	<u>82.6</u>	<u>38.8</u>
Corporate charges not allocated to segments ⁽¹⁾	(40.9)	(30.0)
Restructuring charges	(12.9)	(0.4)
Net non-routine expense	<u>(77.4)</u>	<u>(14.1)</u>
	<u>(131.2)</u>	<u>(44.5)</u>
Operating profit (loss)	(48.6)	(5.7)
Other income (expense)	(26.2)	25.6
Income (loss) from continuing operations before taxes	<u>\$ (74.8)</u>	<u>\$ 19.9</u>

(1) Corporate charges not allocated to segments include headquarter-based costs associated with procurement, human resources, compensation and benefits, finance and accounting, global development/engineering, global strategy/mergers and acquisitions, global information technology, tax, treasury and legal.

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Net non-routine expense consists of items that the Company has determined are non-routine in nature and not allocated to the LOBs. Net non-routine expense of \$77.4 for the three months ended March 31, 2017 was due to legal, acquisition and divestiture expenses of \$18.9 inclusive of the mark-to-mark impact on Diebold Nixdorf AG stock options and Acquisition integration expenses of \$12.9 primarily within selling and administrative expense and purchase accounting pretax charges, which included amortization of acquired intangibles of \$31.8 and deferred revenue of \$10.4. Net non-routine expense of \$14.1 for the three months ended March 31, 2016 was primarily due to potential acquisition and divestiture related costs of \$11.0 within selling and administrative expense and legal, indemnification, and professional fees related to corporate monitor efforts.

The following table presents information regarding the Company's revenue by service and product solution:

	Three Months Ended March 31,	
	2017	2016
Banking		
Services and software	\$ 545.9	\$ 341.1
Systems	273.7	166.5
Total banking	819.6	507.6
Retail		
Services and software	137.7	—
Systems	145.5	2.0
Total retail	\$ 283.2	\$ 2.0
	<u>\$ 1,102.8</u>	<u>\$ 509.6</u>

Note 21: Divestitures

In December 2015, the Company announced it was forming a new strategic alliance with a subsidiary of the Inspur Group, a Chinese cloud computing and data center company, to develop, manufacture and distribute banking solutions in China. The Inspur Group holds a majority stake of 51.0 percent in the new jointly owned company, Inspur JV. In November 2016, the Inspur JV was formed and the Company did not have a significant gain or loss from the transaction. The Inspur JV offers a complete range of self-service terminals within the Chinese market, including ATMs. The Company serves as the exclusive distributor outside of China for all products developed by the Inspur JV, which is sold under the Diebold Nixdorf brand. The Company does not consolidate Inspur JV and includes its results of operations in equity in earnings of an investee included in other income (expense) of the condensed consolidated statements of operations.

In addition, to support the services-led approach to the market, the Company will divest a minority share of its current China operations to the Inspur Group. Moving forward, this business will be focused on providing a whole suite of services, including installation, maintenance, professional and managed services related to ATMs and other automated transaction solutions.

During the third quarter of 2016, the Company received cash proceeds of \$27.7 related to the sale of stock in its Aevi International GmbH and Diebold Nixdorf AG China subsidiaries. In addition to the cash proceeds received, the Company recorded deferred payments of \$44.7 for the divestiture of its Diebold Nixdorf AG China subsidiaries. The Diebold Nixdorf AG China sale was reflected in the opening balance sheet and no gain or loss was recorded. The Diebold Nixdorf AG China sale was in connection with the June 2016, Diebold Nixdorf AG announcement to establish a strategic alliance with Aisino Corporation, to position itself in China to offer solutions that meet Chinese banking regulations. Aisino Corporation is a Chinese company that specializes in intelligent anti-forgery tax control systems, electronic fund transfer (EFT) POS solutions, financial IC cards, bill receipt printing solutions and public IT security solutions. Following the closing of the transaction, the Company holds a noncontrolling interest in the Aisino JV of 43.6 percent. The Company includes the Aisino JV results of operations in equity in earnings of investees included in other income (expense) of the condensed consolidated statements of operations.

On October 25, 2015, the Company entered into a definitive asset purchase agreement with a wholly-owned subsidiary of Securitas AB (Securitas Electronic Security) to divest its electronic security (ES) business located in the U.S. and Canada for an aggregate purchase price of \$350.0 in cash, 10.0 percent of which was contingent based on the successful transition of certain customer relationships, which was paid in the first quarter of 2016. For ES to continue its growth, it would require resources and investment that Diebold Nixdorf is not committed to make given its focus on the self-service market. The Company recorded a pre-tax gain of \$239.5 on the ES divestiture, which was recognized during 2016.

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The Company had also agreed to provide certain transition services to Securitas Electronic Security after the closing, including providing Securitas Electronic Security a \$6.0 credit for such services, of which \$5.0 relates to a quarterly payment to Securitas Electronic Security and \$1.0 is a credit against payments due from Securitas Electronic Security. During the year ended December 31, 2016, \$5.0 was paid as part of the quarterly payments and \$1.0 was used against amounts owed by Securitas Electronic Security.

The closing of the transaction occurred on February 1, 2016. The operating results for the NA electronic security business were previously included in the Company's former NA segment and have been reclassified to discontinued operations for all of the periods presented. Cash flows provided or used by the NA electronic security business are presented as cash flows from discontinued operations for all of the periods presented. The operating results, assets and liabilities and cash flows from discontinued operations are no longer included in the financial statements of the Company from the closing date.

The following summarizes select financial information included in income from discontinued operations, net of tax:

	Three Months Ended March 31, 2016
Net sales	
Services and software	\$ 8.5
Systems	16.3
	<u>24.8</u>
Cost of sales	
Services and software	6.9
Systems	15.1
	<u>22.0</u>
Gross profit	2.8
Selling and administrative expense	4.8
Income from discontinued operations before taxes	(2.0)
Income tax benefit	(0.7)
	<u>(1.3)</u>
Gain on sale of discontinued operations before taxes	243.3
Income tax expense	94.2
Gain on sale of discontinued operations, net of tax	149.1
Income from discontinued operations, net of tax	<u>\$ 147.8</u>

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Note 22: Supplemental Guarantor Information

The Company issued the 2024 Senior Notes in an offering exempt from the registration requirements of the Securities Act in connection with the Acquisition. The 2024 Senior Notes are and will be guaranteed by certain of the Company's existing and future domestic subsidiaries. The following presents the condensed consolidating financial information separately for:

- (i) Diebold Nixdorf, Incorporated (the Parent Company), the issuer of the guaranteed obligations;
- (ii) Guarantor Subsidiaries, on a combined basis, as specified in the indenture governing the Company's obligations under the 2024 Senior Notes;
- (iii) Consolidating entries and eliminations representing adjustments to (a) eliminate intercompany transactions between the Parent Company, the Guarantor Subsidiaries and the Non-guarantor Subsidiaries, (b) eliminate the investments in its subsidiaries, and (c) record consolidating entries; and
- (iv) Diebold Nixdorf, Incorporated and Subsidiaries on a consolidated basis.

Each guarantor subsidiary is 100 percent owned by the Parent Company at the date of each balance sheet presented. The notes are fully and unconditionally guaranteed on a joint and several basis by each guarantor subsidiary. The guarantees of the guarantor subsidiaries are subject to release in limited circumstances only upon the occurrence of certain customary conditions. Each entity in the consolidating financial information follows the same accounting policies as described in the condensed consolidated financial statements, except for the use by the Parent Company and the guarantor subsidiaries of the equity method of accounting to reflect ownership interests in subsidiaries which are eliminated upon consolidation. Changes in intercompany receivables and payables related to operations, such as intercompany sales or service charges, are included in cash flows from operating activities. Intercompany transactions reported as investing or financing activities include the sale of capital stock of various subsidiaries, loans and other capital transactions between members of the consolidated group.

Certain non-guarantor subsidiaries of the Parent Company are limited in their ability to remit funds to it by means of dividends, advances or loans due to required foreign government and/or currency exchange board approvals or limitations in credit agreements or other debt instruments of those subsidiaries.

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Condensed Consolidating Balance Sheets
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	Parent	Combined Guarantor Subsidiaries	Combined Non-Guarantor Subsidiaries	Reclassifications/ Eliminations	Consolidated
ASSETS					
Current assets					
Cash and cash equivalents	\$ 19.0	\$ 2.2	\$ 468.9	\$ —	\$ 490.1
Short-term investments	—	—	77.7	—	77.7
Trade receivables, net	143.2	0.4	737.0	—	880.6
Intercompany receivables	755.4	925.1	1,782.8	(3,463.3)	—
Inventories	150.3	—	610.8	—	761.1
Prepaid expenses	11.9	1.1	50.6	—	63.6
Income taxes	20.3	4.1	102.2	(4.1)	122.5
Other current assets	3.9	1.4	200.6	—	205.9
Total current assets	1,104.0	934.3	4,030.6	(3,467.4)	2,601.5
Securities and other investments	94.5	—	—	—	94.5
Property, plant and equipment, net	101.1	3.7	277.4	—	382.2
Goodwill	55.5	—	956.2	—	1,011.7
Deferred income taxes	167.4	7.8	137.1	—	312.3
Finance lease receivables	—	4.1	18.8	—	22.9
Intangible assets, net	1.0	12.3	740.2	—	753.5
Investment in subsidiary	2,645.4	—	16.3	(2,661.7)	—
Other assets	4.6	0.1	61.3	—	66.0
Total assets	<u>\$ 4,173.5</u>	<u>\$ 962.3</u>	<u>\$ 6,237.9</u>	<u>\$ (6,129.1)</u>	<u>\$ 5,244.6</u>
LIABILITIES, REDEEMABLE NONCONTROLLING INTERESTS AND EQUITY					
Current liabilities					
Notes payable	\$ 52.4	\$ 1.0	\$ 24.3	\$ —	\$ 77.7
Accounts payable	96.9	0.4	443.9	—	541.2
Intercompany payable	1,313.3	181.4	1,968.6	(3,463.3)	—
Deferred revenue	119.2	0.5	370.3	—	490.0
Payroll and other benefits liabilities	19.9	0.8	148.3	—	169.0
Other current liabilities	113.2	2.7	456.5	(4.1)	568.3
Total current liabilities	1,714.9	186.8	3,411.9	(3,467.4)	1,846.2
Long-term debt	1,689.0	0.3	0.4	—	1,689.7
Pensions, post-retirement and other benefits	211.8	—	80.8	—	292.6
Deferred income taxes	13.4	—	276.9	—	290.3
Other liabilities	11.3	—	96.7	—	108.0
Commitments and contingencies					
Redeemable noncontrolling interests	—	—	449.9	—	449.9
Total Diebold Nixdorf, Incorporated shareholders' equity	533.1	775.2	1,886.5	(2,661.7)	533.1
Noncontrolling interests	—	—	34.8	—	34.8
Total liabilities, redeemable noncontrolling interests and equity	<u>\$ 4,173.5</u>	<u>\$ 962.3</u>	<u>\$ 6,237.9</u>	<u>\$ (6,129.1)</u>	<u>\$ 5,244.6</u>

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Condensed Consolidating Balance Sheets
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	Parent	Combined Guarantor Subsidiaries	Combined Non-Guarantor Subsidiaries	Reclassifications/ Eliminations	Consolidated
ASSETS					
Current assets					
Cash and cash equivalents	\$ 138.4	\$ 2.3	\$ 512.0	\$ —	\$ 652.7
Short-term investments	—	—	64.1	—	64.1
Trade receivables, net	119.0	—	717.5	(0.6)	835.9
Intercompany receivables	883.0	783.7	480.1	(2,146.8)	—
Inventories	110.5	16.2	611.0	—	737.7
Prepaid expenses	14.7	0.8	45.2	—	60.7
Income taxes	0.3	25.4	84.9	(25.4)	85.2
Other current assets	3.2	1.6	178.5	—	183.3
Total current assets	1,269.1	830.0	2,693.3	(2,172.8)	2,619.6
Securities and other investments	94.7	—	—	—	94.7
Property, plant and equipment, net	102.7	9.0	275.3	—	387.0
Goodwill	55.5	—	942.8	—	998.3
Deferred income taxes	173.1	7.8	128.6	—	309.5
Finance lease receivables	—	4.8	20.4	—	25.2
Intangible assets, net	1.8	13.6	757.5	—	772.9
Investment in subsidiary	2,619.6	—	9.3	(2,628.9)	—
Other assets	2.9	0.1	60.1	—	63.1
Total assets	<u>\$ 4,319.4</u>	<u>\$ 865.3</u>	<u>\$ 4,887.3</u>	<u>\$ (4,801.7)</u>	<u>\$ 5,270.3</u>
LIABILITIES, REDEEMABLE NONCONTROLLING INTERESTS AND EQUITY					
Current liabilities					
Notes payable	\$ 30.9	\$ 1.3	\$ 74.7	\$ —	\$ 106.9
Accounts payable	101.6	1.1	458.4	(0.6)	560.5
Intercompany payable	1,376.6	175.9	594.3	(2,146.8)	—
Deferred revenue	114.7	0.7	288.8	—	404.2
Payroll and other benefits liabilities	21.0	1.4	150.1	—	172.5
Other current liabilities	156.1	3.9	445.8	(25.4)	580.4
Total current liabilities	1,800.9	184.3	2,012.1	(2,172.8)	1,824.5
Long-term debt	1,690.5	0.4	0.5	—	1,691.4
Pensions, post-retirement and other benefits	212.6	—	84.6	—	297.2
Deferred income taxes	13.4	—	287.2	—	300.6
Other liabilities	10.6	—	77.1	—	87.7
Commitments and contingencies					
Redeemable noncontrolling interests	—	—	44.1	—	44.1
Total Diebold Nixdorf, Incorporated shareholders' equity	591.4	680.6	1,948.3	(2,628.9)	591.4
Noncontrolling interests	—	—	433.4	—	433.4
Total liabilities, redeemable noncontrolling interests and equity	<u>\$ 4,319.4</u>	<u>\$ 865.3</u>	<u>\$ 4,887.3</u>	<u>\$ (4,801.7)</u>	<u>\$ 5,270.3</u>

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Condensed Consolidating Statement of Operations and Comprehensive Income (Loss)
Three Months Ended March 31, 2017

	Parent	Combined Guarantor Subsidiaries	Combined Non- Guarantor Subsidiaries	Reclassifications/ Eliminations	Consolidated
Net sales	\$ 251.2	\$ 4.9	\$ 851.0	\$ (4.3)	\$ 1,102.8
Cost of sales	199.8	5.9	658.9	(4.3)	860.3
Gross profit	51.4	(1.0)	192.1	—	242.5
Selling and administrative expense	67.1	2.9	177.0	—	247.0
Research, development and engineering expense	(0.1)	9.8	31.7	—	41.4
Impairment of assets	3.1	—	—	—	3.1
(Gain) loss on sale of assets, net	—	0.1	(0.5)	—	(0.4)
	70.1	12.8	208.2	—	291.1
Operating profit (loss)	(18.7)	(13.8)	(16.1)	—	(48.6)
Other income (expense)					
Interest income	0.5	0.1	5.8	—	6.4
Interest expense	(30.0)	—	0.2	(1.0)	(30.8)
Foreign exchange gain (loss), net	—	—	(3.1)	—	(3.1)
Equity in earnings of subsidiaries	(26.4)	—	—	26.4	—
Miscellaneous, net	0.7	1.9	(1.3)	—	1.3
Income (loss) from continuing operations before taxes	(73.9)	(11.8)	(14.5)	25.4	(74.8)
Income tax (benefit) expense	(15.1)	(4.1)	(3.4)	—	(22.6)
Income (loss) from continuing operations, net of tax	(58.8)	(7.7)	(11.1)	25.4	(52.2)
Income (loss) from discontinued operations, net of tax	—	—	—	—	—
Net income (loss)	(58.8)	(7.7)	(11.1)	25.4	(52.2)
Net income attributable to noncontrolling interests	—	—	6.6	—	6.6
Net income (loss) attributable to Diebold Nixdorf, Incorporated	<u>\$ (58.8)</u>	<u>\$ (7.7)</u>	<u>\$ (17.7)</u>	<u>\$ 25.4</u>	<u>\$ (58.8)</u>
Comprehensive income (loss)	<u>\$ (13.9)</u>	<u>\$ (7.7)</u>	<u>\$ 46.2</u>	<u>\$ (31.9)</u>	<u>\$ (7.3)</u>
Less: comprehensive income (loss) attributable to noncontrolling interests	—	—	6.6	—	6.6
Comprehensive income (loss) attributable to Diebold Nixdorf, Incorporated	<u><u>\$ (13.9)</u></u>	<u><u>\$ (7.7)</u></u>	<u><u>\$ 39.6</u></u>	<u><u>\$ (31.9)</u></u>	<u><u>\$ (13.9)</u></u>

DIEBOLD NIXDORF, INCORPORATED AND SUBSIDIARIES
FORM 10-Q as of March 31, 2017
Notes to Condensed Consolidated Financial Statements (continued)
(unaudited)
(in millions, except per share amounts)

Condensed Consolidating Statement of Operations and Comprehensive Income (Loss)
Three Months Ended March 31, 2016

	Parent	Combined Guarantor Subsidiaries	Combined Non- Guarantor Subsidiaries	Reclassifications/ Eliminations	Consolidated
Net sales	\$ 261.3	\$ 25.7	\$ 247.9	\$ (25.3)	\$ 509.6
Cost of sales	190.7	26.9	178.1	(24.9)	370.8
Gross profit	70.6	(1.2)	69.8	(0.4)	138.8
Selling and administrative expense	78.1	2.6	44.9	—	125.6
Research, development and engineering expense	1.3	12.1	5.1	—	18.5
(Gain) loss on sale of assets, net	—	0.1	0.3	—	0.4
	79.4	14.8	50.3	—	144.5
Operating profit (loss)	(8.8)	(16.0)	19.5	(0.4)	(5.7)
Other income (expense)					
Interest income	0.1	0.2	4.6	—	4.9
Interest expense	(11.3)	(0.1)	(0.1)	—	(11.5)
Foreign exchange gain (loss), net	(1.7)	—	(0.7)	—	(2.4)
Equity in earnings of subsidiaries	15.7	—	—	(15.7)	—
Miscellaneous, net	33.2	1.5	(0.1)	—	34.6
Income (loss) from continuing operations before taxes	27.2	(14.4)	23.2	(16.1)	19.9
Income tax (benefit) expense	(3.0)	(2.8)	5.0	—	(0.8)
Income (loss) from continuing operations, net of tax	30.2	(11.6)	18.2	(16.1)	20.7
Income (loss) from discontinued operations, net of tax	138.0	—	9.8	—	147.8
Net income (loss)	168.2	(11.6)	28.0	(16.1)	168.5
Net income attributable to noncontrolling interests	—	—	0.3	—	0.3
Net income (loss) attributable to Diebold Nixdorf, Incorporated	\$ 168.2	\$ (11.6)	\$ 27.7	\$ (16.1)	\$ 168.2
Comprehensive income (loss)	\$ 196.0	\$ (9.4)	\$ 60.7	\$ (48.8)	\$ 198.5
Less: comprehensive income (loss) attributable to noncontrolling interests	—	—	0.4	—	0.4
Comprehensive income (loss) attributable to Diebold Nixdorf, Incorporated	\$ 196.0	\$ (9.4)	\$ 60.3	\$ (48.8)	\$ 198.1

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Condensed Consolidating Statement of Cash Flows
Three Months Ended March 31, 2017

	Parent	Combined Guarantor Subsidiaries	Combined Non- Guarantor Subsidiaries	Reclassifications/ Eliminations	Consolidated
Net cash used by operating activities	\$ (111.5)	\$ (2.2)	\$ 4.2	\$ 43.1	\$ (66.4)
Cash flow from investing activities					
Proceeds from maturities of investments	0.8	—	84.1	—	84.9
Payments for purchases of investments	—	—	(95.1)	—	(95.1)
Proceeds from sale of assets	—	—	2.0	—	2.0
Capital expenditures	(1.8)	—	(10.3)	—	(12.1)
Increase in certain other assets	(4.9)	4.2	(8.0)	—	(8.7)
Capital contributions and loans paid	(164.7)	—	—	164.7	—
Proceeds from intercompany loans	162.3	—	—	(162.3)	—
Net cash (used) provided by investing activities - continuing operations	(8.3)	4.2	(27.3)	2.4	(29.0)
Net cash provided by investing activities - discontinued operations	—	—	—	—	—
Net cash (used) provided by investing activities	(8.3)	4.2	(27.3)	2.4	(29.0)
Cash flow from financing activities					
Dividends paid	(7.6)	—	—	—	(7.6)
Debt issuance costs	—	—	—	—	—
Revolving credit facility borrowings (repayments), net	20.0	—	—	—	20.0
Other debt borrowings	—	—	62.2	(43.1)	19.1
Other debt repayments	(7.8)	(0.3)	(75.9)	—	(84.0)
Distributions to noncontrolling interest holders	—	—	(15.7)	—	(15.7)
Excess tax benefits from share-based compensation	0.1	—	—	—	0.1
Issuance of common shares	0.3	—	—	—	0.3
Repurchase of common shares	(4.6)	—	—	—	(4.6)
Capital contributions received and loans incurred	—	17.8	146.9	(164.7)	—
Payments on intercompany loans	—	(19.6)	(142.7)	162.3	—
Net cash provided (used) by financing activities	0.4	(2.1)	(25.2)	(45.5)	(72.4)
Effect of exchange rate changes on cash and cash equivalents	—	—	5.2	—	5.2
Increase (decrease) in cash and cash equivalents	(119.4)	(0.1)	(43.1)	—	(162.6)
Cash and cash equivalents at the beginning of the period	138.4	2.3	512.0	—	652.7
Cash and cash equivalents at the end of the period	\$ 19.0	\$ 2.2	\$ 468.9	\$ —	\$ 490.1

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Notes to Condensed Consolidated Financial Statements (continued)
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Condensed Consolidating Statement of Cash Flows
Three Months Ended March 31, 2016

	Parent	Combined Guarantor Subsidiaries	Combined Non- Guarantor Subsidiaries	Reclassifications/ Eliminations	Consolidated
Net cash used by operating activities	\$ (113.2)	\$ (23.4)	\$ 21.4	\$ —	\$ (115.2)
Cash flow from investing activities					
Proceeds from maturities of investments	1.0	—	34.1	—	35.1
Payments for purchases of investments	—	—	(39.5)	—	(39.5)
Proceeds from sale of assets	—	—	0.2	—	0.2
Capital expenditures	(1.4)	(0.4)	(2.9)	—	(4.7)
Increase in certain other assets	(12.2)	(1.5)	8.8	—	(4.9)
Capital contributions and loans paid	(53.0)	—	—	53.0	—
Proceeds from intercompany loans	47.1	—	—	(47.1)	—
Net cash (used) provided by investing activities - continuing operations	(18.5)	(1.9)	0.7	5.9	(13.8)
Net cash used by investing activities - discontinued operations	365.1	—	—	—	365.1
Net cash (used) provided by investing activities	346.6	(1.9)	0.7	5.9	351.3
Cash flow from financing activities					
Dividends paid	(18.8)	—	—	—	(18.8)
Debt issuance costs	(0.8)	—	—	—	(0.8)
Restricted cash, net	(116.1)	—	—	—	(116.1)
Revolving credit facility borrowings (repayments), net	73.1	—	—	—	73.1
Other debt borrowings	—	—	17.3	—	17.3
Other debt repayments	(177.7)	(0.2)	(20.1)	—	(198.0)
Distributions to noncontrolling interest holders	—	—	(2.0)	—	(2.0)
Repurchase of common shares	(1.7)	—	—	—	(1.7)
Capital contributions received and loans incurred	—	49.9	3.1	(53.0)	—
Payments on intercompany loans	—	(29.5)	(17.6)	47.1	—
Net cash provided (used) by financing activities	(242.0)	20.2	(19.3)	(5.9)	(247.0)
Effect of exchange rate changes on cash and cash equivalents	—	—	3.4	—	3.4
(Decrease) increase in cash and cash equivalents	(8.6)	(5.1)	6.2	—	(7.5)
Add: Cash overdraft included in assets held for sale at beginning of period	(1.5)	—	—	—	(1.5)
Cash and cash equivalents at the beginning of the period	20.3	7.9	285.4	—	313.6
Cash and cash equivalents at the end of the period	\$ 10.2	\$ 2.8	\$ 291.6	\$ —	\$ 304.6

**Management's Discussion and Analysis of
Financial Condition and Results of Operations as of March 31, 2017
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Item 2: Management's Discussion and Analysis of Financial Condition and Results of Operations

Significant Highlights

During the first quarter of 2017, the following significant items occurred:

- The DPLTA became effective on February 14, 2017
- Launched DN2020 transformation program on February 28, 2017
- Announced plans on March 9, 2017 to close its manufacturing facility located near Budapest in Gyál, Hungary
- Renewed outsourcing contracts with TD Bank Group, one of the largest financial institutions in North America, and Hamburger Sparkasse, Germany's largest savings bank
- Launched extreme self-checkout concept and Essence ATM concept

Overview

Management's discussion and analysis of financial condition and results of operations should be read in conjunction with the condensed consolidated financial statements and accompanying notes that appear within this quarterly report on Form 10-Q.

Introduction

The Company provides connected commerce services, software and technology to enable millions of transactions each day. The Company's approximately 24,000 employees design and deliver convenient, "always on" and highly secure solutions that bridge the physical and the digital worlds of transactions. Customers of the Company include nearly all of the world's top 100 financial institutions and a majority of the top 25 global retailers.

Strategy

The Company's connected commerce strategy seeks to continually enhance the customer experience at banking and retail locations by integrating services, software and systems. This requires ongoing investment and development of its industry-leading field services organization as well as the development and integration of innovative technology including cloud computing technology, sensors and connectivity to the Internet of Things, as well as open and agile software. The Company will continuously refine its research and development (R&D) priorities in support of a better transaction experience for consumers.

DN2020

Commensurate with its strategy, the Company is executing a multi-year integration and transformation program, called DN2020, which aligns employee activities with the Company's goal of improving operating profit by \$200 in the year 2020. By executing the program, the Company expects to deliver greater innovation for customers, career enrichment opportunities for employees, and enhanced value for shareholders. DN2020 consists of six inter-related elements:

Advancing the Company's Connected Commerce Strategy - the Company will continue to develop innovative technology and partner with external companies to deliver highly secure customer-centric solutions. This includes the application of cloud computing technology, mobile technology, sensors and the Internet of Things, as well as open and agile software delivered "as a service".

Pursuing Finance Excellence - the Company will continuously improve its financial reporting, analysis and forecasting by emulating best practices from similar business entities. The Company's initiatives are designed to improve forecasting accuracy, optimize working capital management and pursue prudent capital allocation strategies which enhance shareholder value. At present, the Company's capital allocation priorities are to reduce its leverage and accelerate the realization of its synergies.

Executing the Company's Integration Plans - the Company is executing a detailed integration plan, which consists of 18 different work streams designed to harmonize legacy business practices and build upon the best practices from each legacy company. These integration plans will leverage the Company's global scale, reduce overlap and improve the profitability of the Company. Key areas of cost synergies include:

- Realizing volume discounts on direct materials
- Harmonizing the solutions set

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- Increasing utilization rates of the service technicians
- Rationalizing facilities in the regions
- Streamlining corporate and general and administrative functions
- Harmonizing back office solutions.

Pursuing Operational Excellence - the Company will implement best practices to improve operational efficiency and increase customer satisfaction. Robust reporting and tracking tools will be used to achieve best-in-class service and manufacturing levels.

Retaining and Attracting Industry-Leading Talent - the Company aims to become an employer of choice in the connected commerce space. We intend to build a culture characterized by innovation, customer collaboration, accountability and strong ethical behavior. The Company will encourage experiential learning and will invest in training resources for the purposes of developing a vibrant workforce and expanding its leadership in connected commerce. Performance-based rewards and recognition policies are aligned with Company objectives and growth opportunities.

Pursuing Sales Excellence - a capable and progressive sales organization is vital to the future growth of the Company. The Company will invest in the sales organization to ensure it has the skills, resources, and processes needed to support the growth of each LOB. At the country level, we will optimize sales staffing and invest in partner programs commensurate with overall market demand. As a result of these investments, the Company expects to increase its pipeline of opportunities and increase its win rate over time.

The Company expects to make investments to restructure the workforce, optimize legacy systems, streamline legal entities and consolidate real estate holdings of approximately \$120 in restructuring and \$60 in integration related costs.

Segments

In August 2016, in connection with the business combination agreement related to the Acquisition, the Company announced the realignment of its lines of business to drive greater efficiency and further improve customer service. As a result of the Acquisition, the Company has reorganized the management team reporting to the CODM and evaluated and assessed the LOB reporting structure. Effective January 1, 2017, the Company's reportable operating segments are based on the following three LOBs: Services, Systems, and Software. As a result the Company reclassified comparative periods for consistency. The CODM makes decisions, allocates resources and assesses performance by the LOBs.

Services LOB

With approximately 14,500 highly-trained service employees and a global delivery network, Diebold Nixdorf is the global leader in servicing distributed IT assets of banking and retail customers. These services enable customers to meet the growing demand for transaction availability at ATMs, POS and other distributed IT assets in a cost-effective manner. Diebold Nixdorf's global customer care center offers round-the-clock availability and is proficient in supporting customers in more than 25 languages. The global service supply chain optimizes the process for obtaining replacement parts, making repairs, and implementing new features and functionality. The Company also possesses deep experience in installing, maintaining and upgrading customer touchpoints manufactured by other vendors, also known as multi-vendor support.

Product-related services provided by the Company include proactive monitoring and rapid resolution of incidents through remote service capabilities or an on-site visit. First and second line maintenance, preventive maintenance and on-demand services keep the distributed assets of the Company's customers up and running through a standardized incident management process. Managed services and outsourcing consists of the end-to-end business processes, solution management, upgrades and transaction processing. The majority of these contracts include remote monitoring and establish a service level threshold for uptime, incident response times and other key performance metrics. Diebold Nixdorf provides managed solutions in order for banks and retailers to realize operational efficiencies and gain access to industry-leading innovations.

The Company also provides a full array of cash management services, which optimizes the availability and cost of physical currency across the enterprise through efficient forecasting, inventory and replenishment processes. These services mitigate customer risks by relying on proven monitoring and reporting processes, secure tools and partnerships with larger cash-in-transit companies.

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Under the DN2020 program, the Services LOB has a dual mandate of moderate revenue growth and increased efficiency. We expect to generate modest top-line growth by increasing the Company's service attach rate on the unserved Diebold Nixdorf ATMs, POS and self-checkout systems in use, up-selling current customers on managed services and increasing billed work revenue by leveraging best practices across different countries and regions. The Services line will achieve higher levels of efficiency by standardizing the service offerings, service tools and processes, increasing the market acceptance of remote monitoring and resolution, and streamlining global delivery centers and stocking facilities.

Software LOB

The Company provides front-end applications for consumer connection points and back-end platforms that manage channel transactions, operations and integration. The Company's hardware-agnostic software applications facilitate millions of transactions via ATMs, POS terminals, kiosks, and a host of other self-service devices. Diebold Nixdorf's platform software is installed within bank and retail data centers to facilitate omni-channel transactions, endpoint monitoring, remote asset management, marketing, merchandise management and analytics. These offerings include highly configurable, application program interface enabled software that automates and migrates legacy banking and retail transactions across channels. As a result of these innovations, the Company's customers are transforming the shopping and banking experience to be more intelligent and highly personalized. The Company's software is supported by a global network of more than 1,200 professional service employees who tailor the software to meet customer needs.

The Company's multi-vendor software solutions are designed to meet the evolving demands of a customer's self-service and banking network and address these four primary categories: physical and digital connectivity, personal consumer experience, operations and management; and security and fraud control. The Company's self-service and branch automation solutions address the full banking ecosystem from transactional processes to front end user experience with the consumer.

For the retail business, the Company provides a comprehensive, modular solution suite called TP.net, which is capable of enabling the most advanced omni-channel retail use cases. With TP.net, the Company offers a full software platform to improve end-to-end store processes in support of omni-channel retailing. This includes click & collect, reserve & collect, in-store ordering and return to store processes across the retailers' physical and digital sales channels. TP.net and the other components of the TP Application Suite are designed on a modular, Application Programming Interface (API) enabled architecture and can be integrated fully or partially into existing infrastructures. With the TP platform, data from a number of sources such as ERP, POS, store systems and customer relationship management systems (CRM), may be integrated across all customer connection points to create differentiated omni-channel experiences.

An important enabler of the Company's software business is the professional services team which provides systems integration, customization, consulting and project management. The Company's advisory services team collaborates with its customers to help define optimal user experience, improve business processes, refine existing staffing models and deploy technology to meet branch automation objectives.

The Company views its software as a key differentiator in providing Connected Commerce solutions to customers and is a source of competitive advantage. The Company's world-class software portfolio is well positioned to capture gains from the persistent market demand for advanced cash automation and optimization solutions. Meanwhile, the industry trends of branch transformation, store transformation, and omnichannel solutions are well aligned to the Company's core competency of digital automation and are yielding new growth and differentiation opportunities for the Company's business.

Systems LOB

The Company is a global leader in providing systems to banks, retailers and other customers. Through collaboration with its customers, engineering excellence and an efficient supply chain, the Company delivers industry-leading customer touchpoints which process both physical and digital transactions. The Systems LOB seeks to optimize the total cost of ownership by maximizing transaction availability and creating a positive impression on consumers.

The systems portfolio for banking customers consists of cash recyclers and dispensers, intelligent deposit terminals, teller automation tools, and physical security devices. Recent innovation concepts include the miniaturized Extreme ATM and Essence. Extreme ATM is the smallest ATM ever developed at less than 10" wide, which allows customers to stage transactions on mobile phones and complete them using Bluetooth® devices or near-field communication. Essence is a

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highly-secure and miniaturized ATM that features a sleek, antimicrobial glass touchscreen display and enhanced user interface modeled after today's smartphones and tablet computers.

For retail customers, the checkout portfolio includes modular, integrated and mobile POS systems that meet evolving automation and omni-channel requirements of consumers. Supplementing the POS system is a broad range of peripherals, including printers, scales and mobile scanners, as well as the cash management portfolio which offers a wide range of banknote and coin processing systems. Also in the portfolio, the Company provides self-checkout terminals and ordering kiosks which facilitate an efficient and user-friendly purchasing experience. The Company's hybrid product line can alternate from attended operation to self-checkout by the cashier with the press of a button as traffic conditions warrant throughout the business day.

DN2020 empowers the Systems LOB to align the portfolio with market demand, deliver innovations and increase operating efficiencies on innovation and efficiency. With respect to innovation, the Company will continue to spend significant research and development dollars on the latest technology. Current areas of innovations include:

- mobile technologies to support advanced connectivity including contactless transactions,
- new sensors and the Internet of Things to support real-time monitoring activities,
- miniaturization technologies needed for branch/store transformation, and
- advanced security capabilities including anti-skimming card readers and biometric authentication.

With respect to operating efficiencies, the Systems LOB has initiated the following activities:

- leveraging the purchasing power of the Company through a new procurement partnership program
- streamlining the product portfolio - including terminals, core technologies and components
- developing a partner ecosystem to complement the Company's core technologies
- consolidating manufacturing capacity to optimize fixed costs, and
- re-allocating R&D spend to areas of innovation.

Leveraging the broad portfolio from each LOB, the Company allows customers the flexibility to select the combination of services, software and systems that drives the most value to their business. For example, the Company offers end-to-end branch and store automation solutions that consist of the complete value chain of consult, design, build and operate. Branch and store automation helps financial institutions grow revenue, reduce costs, and increase convenience and security for the banks' customers by migrating routine transactions, typically done inside the branch or store, to lower-cost automated channels. The Company's advisory services team collaborates with its clients to define the ideal customer experience, modify processes, refine existing staffing models and deploy technologies that meet business objectives.

Business Drivers

The business drivers of the Company's future performance include, but are not limited to:

- demand for services on distributed IT assets such as ATMs, POS and self-checkout systems, including managed services and professional services;
- timing of system upgrades and/or replacement cycles for ATMs, POS and self-checkout systems;
- demand for security products and services for the financial, retail and commercial sectors;
- integration of legacy salesforce, business processes, procurement, and internal IT systems; and
- realization of cost synergies, which leverage the Company's global scale, reduce overlap and improve operating efficiencies.

Results of Operations

The following discussion of the Company's financial condition and results of operations provides information that will assist in understanding the financial statements and the changes in certain key items in those financial statements. The following discussion should be read in conjunction with the condensed consolidated financial statements and the accompanying notes that appear elsewhere in this quarterly report on Form 10-Q.

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	Three Months Ended March 31,			
	2017		2016	
	Amount	% of Net sales	Amount	% of Net sales
Net sales	\$ 1,102.8	100.0	\$ 509.6	100.0
Gross profit	\$ 242.5	22.0	\$ 138.8	27.2
Operating expenses	\$ 291.1	26.4	\$ 144.5	28.4
Operating profit (loss)	\$ (48.6)	(4.4)	\$ (5.7)	(1.1)
Net income (loss) ⁽¹⁾	\$ (52.2)	(4.7)	\$ 168.5	33.1
Net income attributable to noncontrolling interests	\$ 6.6	0.6	\$ 0.3	0.1
Net income (loss) attributable to Diebold Nixdorf, Incorporated	\$ (58.8)	(5.3)	\$ 168.2	33.0

(1) Net income (loss) for the the three months ended March 31, 2016 includes income from discontinued operations, net of tax of \$147.8.

Net Sales

The following table represents information regarding the Company's net sales:

	Three Months Ended March 31,				Percent of Total Net Sales for the Three Months Ended March 31,	
	2017	2016	% Change	% Change in CC ⁽¹⁾	2017	2016
Segments						
Services	\$ 573.2	\$ 318.7	79.9	77.8	52.0	62.5
Software	110.4	22.4	392.9	373.8	10.0	4.4
Systems	419.2	168.5	148.8	146.0	38.0	33.1
Net Sales	<u>\$ 1,102.8</u>	<u>\$ 509.6</u>	116.4	113.7	<u>100.0</u>	<u>100.0</u>
Geographic Regions						
Americas	\$ 396.2	\$ 342.5	15.7	12.8	35.9	67.2
EMEA	562.0	85.9	554.2	559.6	51.0	16.9
AP	144.6	81.2	78.1	81.4	13.1	15.9
Net Sales	<u>\$ 1,102.8</u>	<u>\$ 509.6</u>	116.4	113.7	<u>100.0</u>	<u>100.0</u>
Solutions						
Banking	\$ 819.6	\$ 507.6	61.5	59.5	74.3	99.6
Retail	283.2	2.0	N/M	N/M	25.7	0.4
Net Sales	<u>\$ 1,102.8</u>	<u>\$ 509.6</u>	116.4	113.7	<u>100.0</u>	<u>100.0</u>

(1) The Company calculates constant currency by translating the prior year period results at the current year exchange rate.

N/M = Not Meaningful

Three months ended March 31, 2017 compared with three months ended March 31, 2016

Net sales increased \$593.2 or 116.4 percent including a net favorable currency impact of \$6.5 primarily related to the Brazil real, which was partially offset by a net unfavorable currency impact mainly related to the China renminbi. The Acquisition accounted for \$623.6 in net sales. In addition, net sales was adversely impacted \$10.4 related to deferred revenue purchase accounting adjustments. The following results include the impact of foreign currency and purchase accounting adjustments:

Segments

- Services net sales increased \$254.5, with \$262.8 attributable to the Acquisition and included an unfavorable impact of \$5.2 related to purchase accounting adjustments. Excluding the impact of the Acquisition, services sales decreased \$8.4 primarily due to a large NA project in the prior year period that did not recur and lower volume in China.

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- Software net sales increased \$88.0, with \$84.1 attributable to the Acquisition. Excluding the impact of the Acquisition, software sales increased \$3.9 primarily due to higher banking and retail sales in Brazil.
- Systems net sales increased \$250.7, with \$276.7 attributable to the Acquisition and included an unfavorable impact of \$5.2 related to purchase accounting adjustments. Excluding the impact of the Acquisition, systems sales decreased \$26.0 driven by EMEA due to a large project in the prior year period that did not recur as well as lower distributor sales. In addition, lower demand in China also contributed to the decline.

A more detailed discussion of segment revenue is included under "Segment Revenue and Operating Profit Summary" below.

Geographic Regions

- Americas net sales increased \$53.7 or 15.7 percent, with \$52.9 attributable to the Acquisition. Excluding the impact of the Acquisition, net sales were relatively flat as increased volume of services and software sales in Latin America, primarily in Brazil and Colombia, partially offset by a large NA project in the prior year period that did not recur.
- EMEA net sales increased \$476.1 or 554.2 percent, with \$495.2 attributable to the Acquisition. Excluding the impact of the Acquisition, net sales decreased driven by lower systems sales in Switzerland, distributor channels and Spain as well as lower volume of digital pin pad sales.
- AP net sales increased \$63.4 or 78.1 percent, with \$75.5 attributable to the Acquisition. Excluding the impact of the Acquisition, net sales decreased primarily due to lower services and systems sales in China, Thailand and Philippines.

Solutions

- Banking net sales increased \$312.0 or 61.5 percent, with \$346.7 attributable to the Acquisition and included an unfavorable impact of \$6.2 related to purchase accounting adjustments. Excluding the impact of the Acquisition, net sales decreased due to lower systems sales in EMEA and AP as well as a decrease in services revenue, mainly in NA.
- Retail net sales increased \$281.2, which was attributable to the Acquisition and included an unfavorable impact of \$4.2 related to purchase accounting adjustments. Retail net sales includes the Brazil other business.

Gross Profit

The following table represents information regarding the Company's gross profit:

	Three Months Ended		
	March 31,		
	2017	2016	% Change
Gross profit - services and software	\$ 178.1	\$ 110.2	61.6
Gross profit - systems	64.4	28.6	125.2
Total gross profit	<u>\$ 242.5</u>	<u>\$ 138.8</u>	74.7
Gross margin - services and software	26.1%	32.3%	
Gross margin - systems	15.4%	17.0%	
Total gross margin	22.0%	27.2%	

Services and software gross margin was lower due in part to the impact of the Acquisition, which utilizes an outsourcing model to support its service and software revenue stream, resulting in lower margins. In addition, gross margin was impacted by profitable EMEA projects in the prior year period that did not recur and price erosion in China. Services and software gross profit included non-routine charges of \$5.4 primarily related to purchase accounting adjustments associated with the Acquisition. Services and software gross profit also included restructuring charges of \$3.0 and \$0.3 in the three months ended March 31, 2017 and 2016, respectively.

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Systems gross margin decreased as a result of purchase accounting adjustments associated with the Acquisition. Purchase accounting adjustments included a \$5.2 reduction in revenue and an increase in cost of sales of \$12.8. Systems gross profit also included total restructuring charges of \$0.6 and other non-routine charges of \$1.3 in the three months ended March 31, 2017.

Operating Expenses

The following table represents information regarding the Company's operating expenses:

	Three Months Ended March 31,		
	2017	2016	% Change
Selling and administrative expense	\$ 247.0	\$ 125.6	96.7
Research, development and engineering expense	41.4	18.5	123.8
Impairment of assets	3.1	—	N/M
(Gain) loss on sale of assets, net	(0.4)	0.4	(200.0)
Total operating expenses	<u>\$ 291.1</u>	<u>\$ 144.5</u>	101.5

Excluding the impact of incremental expense associated with the Acquisition of \$133.8, the decrease in selling and administrative expense in the three months ended March 31, 2017 compared to the same period of 2016 primarily resulted from overall cost reductions tied to DN2020. The three months ended March 31, 2017 also benefited from lower non-routine charges pertaining to the corporate monitor as well as lower bad debt expense. These decreases were slightly offset by an unfavorable currency impact of \$1.3.

Non-routine expenses in selling and administrative expense of \$49.1 and \$13.8 were included in the three months ended March 31, 2017 and 2016, respectively. The primary components of the non-routine expenses pertained to acquisition and divestiture costs totaling \$30.2 and purchase accounting adjustments of \$19.0 related to intangible asset amortization. Selling and administrative expense included restructuring charges of \$8.4 and \$0.1 in the three months ended March 31, 2017 and 2016, respectively.

Research, development and engineering expense as a percent of net sales in the three months ended March 31, 2017 was 3.8 percent compared with 3.6 percent in 2016. Excluding the impact of acquisitions, research and development expense decreased primarily as a result of the wind down of legacy transformation initiatives compared to the same prior year period. Research, development and engineering expense included non-routine charges of \$0.5 and restructuring charges of \$0.9 in the three months ended March 31, 2017. There were no non-routine or restructuring charges in the three months ended March 31, 2016.

During the first quarter of 2017, the Company recorded impairments totaling \$3.1 related to information technology transformation and integration activities.

Operating expense as a percent of net sales in the three months ended March 31, 2017 was 26.4 percent compared with 28.4 percent in the three months ended March 31, 2016.

Operating Profit

The following table represents information regarding the Company's operating profit:

	Three Months Ended March 31,		
	2017	2016	% Change
Operating profit (loss)	\$ (48.6)	\$ (5.7)	(752.6)
Operating profit margin	(4.4)%	(1.1)%	

The decrease in operating profit in the three months ended March 31, 2017 compared to the same period in 2016 was primarily due to higher operating expenses, which included amortization of acquired intangible assets, restructuring and non-routine costs related to acquisitions and divestitures.

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Other Income (Expense)

The following table represents information regarding the Company's other income (expense), net:

	Three Months Ended March 31,		
	2017	2016	% Change
Interest income	\$ 6.4	\$ 4.9	30.6
Interest expense	(30.8)	(11.5)	(167.8)
Foreign exchange gain (loss), net	(3.1)	(2.4)	(29.2)
Miscellaneous, net	1.3	34.6	(96.2)
Other income (expense), net	<u>\$ (26.2)</u>	<u>\$ 25.6</u>	(202.3)

The increase in interest income in the three months ended March 31, 2017, compared with the same period in 2016, was driven by incremental interest income associated with the Acquisition. Interest expense was higher than the prior year period associated with the financing required for the Acquisition. Miscellaneous, net in the three months ended March 31, 2016 included a mark-to-market gain of \$36.5 associated with the Company's foreign currency option contracts entered into on November 23, 2015.

Income (Loss) From Continuing Operations, Net of Tax

The following table represents information regarding the Company's income (loss) from continuing operations, net of tax:

	Three Months Ended March 31,		
	2017	2016	% Change
Income (loss) from continuing operations, net of tax	\$ (52.2)	\$ 20.7	(352.2)
Percent of net sales	(4.7)%	4.1 %	
Effective tax rate	30.2 %	(4.0)%	

Income (loss) from continuing operations, net of tax was \$(52.2) and \$20.7 for the three months ended March 31, 2017 and 2016, respectively. The decrease is primarily due to the reasons described above and the change in income tax (benefit) expense.

Companies are required to apply their estimated annual tax rate on a year-to-date basis in each interim period. Companies should not apply the estimated annual tax rate to interim financial results if the estimated annual tax rate is not reliably predictable. In this situation, the interim tax rate should be based on the actual year-to-date results. We are not able to reasonably estimate the annual effective tax rate for the year ending December 31, 2017, because small fluctuations in the Company's earnings before taxes could result in a material change in the estimated annual tax rate based on the current projections. For this reason, the Company does not believe the estimated annual tax rate provides a reliable estimate and as a result, the Company has computed the interim tax rate based on the actual year-to-date results.

The effective tax rate on the income (loss) from continuing operations for the three months ended March 31, 2017 was 30.2 percent compared to (4.0) percent on income for the three months ended March 31, 2016. The significant increase in the effective tax rate is due to the jurisdictional income (loss) mix and varying statutory rates in the Company's global footprint. In addition, the negative tax rate for the three months ended March 31, 2016 was primarily attributable to the nontaxable \$36.5 mark-to-market gain on foreign currency option contracts related to the Acquisition.

Income (Loss) From Discontinued Operations, Net of Tax

Income (loss) from discontinued operations, net of tax was \$147.8 for the three months ended March 31, 2016. The closing of the NA electronic security divestiture occurred on February 1, 2016 and the Company recorded a gain (loss) on sale, net of tax, of \$149.1 for the three months ended March 31, 2016. Additionally, the income from discontinued operations, net of tax includes a net loss of \$1.3 as a result of the operations included through February 1, 2016.

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Net Income (Loss)

Net income (loss) decreased \$220.7 to a net loss of \$(52.2) for the three months ended March 31, 2017, compared to income of \$168.5 for the same period in 2016 due to the reasons described above.

Segment Revenue and Operating Profit Summary

The following tables represent information regarding the Company's revenue and operating profit by reporting segment:

	Three Months Ended		
	March 31,		
Services:	2017	2016	% Change
Revenue	\$ 573.2	\$ 318.7	79.9
Segment operating profit (loss)	\$ 81.2	\$ 64.0	26.9
Segment operating profit margin	14.2%	20.1%	

Services revenue increased \$254.5 or 79.9 percent and included a net favorable currency impact of \$3.7. The three months ended March 31, 2017 also included an unfavorable impact of \$5.2 related to purchase accounting adjustments. The overall increase in services revenue was due to incremental revenue associated with the Acquisition of \$262.8, which consisted of banking \$163.3 and retail \$99.5. Excluding the impact of the Acquisition and currency, services banking revenue decreased \$13.5 primarily due to a large NA project in the prior year period that did not recur and in China due to price erosion and lower parts sales. These decreases were partially offset by higher billed work revenue in NA associated with a large project and increased service maintenance revenue in Latin America driven by volume increases primarily in Colombia.

Segment operating profit increased as a result of incremental gross profit partially offset by higher operating expense associated with the Acquisition. Segment operating profit was unfavorably impacted by lower contract maintenance gross profit in the Americas that was the result of a service contract base decline. Operating profit was also impacted by lower gross profit in China due to price erosion as well as profitable EMEA projects in the prior year period that did not recur. Segment operating expenses increased as a result of incremental expense associated with acquisitions and divestitures. The year-over-year decrease in segment operating profit margin was primarily due to the smaller scale and outsourcing activities associated with the incremental Diebold Nixdorf AG service business results.

	Three Months Ended		
	March 31,		
Software:	2017	2016	% Change
Revenue	\$ 110.4	\$ 22.4	392.9
Segment operating profit (loss)	\$ 5.3	\$ (8.3)	163.9
Segment operating profit margin	4.8%	(37.1)%	

Software revenue increased \$88.0 or 392.9 percent and included a net favorable currency impact of \$0.9. The Acquisition contributed \$84.1 of the increase and was comprised of \$47.9 from banking and \$36.2 from retail. Excluding the impact of the Acquisition and currency, software revenue increased \$3.2 primarily due to higher volume in banking and retail sales in Brazil.

Segment operating profit increased as a result of incremental gross profit partially offset by higher operating expense associated with the Acquisition. Segment operating expenses increased as a result of incremental expense associated with acquisitions and divestitures. The year-over-year increase in segment operating profit margin was primarily due to the larger scale for professional services and higher volume of licensing associated with the incremental Diebold Nixdorf AG software business results.

	Three Months Ended		
	March 31,		
Systems:	2017	2016	% Change
Revenue	\$ 419.2	\$ 168.5	148.8
Segment operating profit (loss)	\$ (3.9)	\$ (16.9)	76.9
Segment operating profit margin	(0.9)%	(10.0)%	

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Systems revenue increased \$250.7 or 148.8 percent and included a net favorable currency impact of \$1.9. The three month time period of 2017 also included an unfavorable impact of \$5.2 related to purchase accounting adjustments. The increase in systems revenue was due to incremental revenue associated with the Acquisition of \$276.7, which consisted of \$135.5 from banking and \$141.2 from retail. Excluding the impact of the Acquisition and currency, systems banking revenue decreased \$29.9 as a result of a large project in Switzerland in the prior year period that did not recur as well as lower distributor sales. In Asia Pacific, lower volume in China due to decreased demand, a decrease in security sales in India and lower volume in the Philippines, also contributed to the decline. Additionally, digital pin pad sales were lower due to non-recurring business in the current period.

Segment operating profit increased as a result of incremental gross profit partially offset by higher operating expense associated with the Acquisition. Conversely, segment operating profit was negatively impacted by lower gross profit in the Americas driven by a decrease in volume in Mexico and an unfavorable customer mix in Brazil, which adversely impacted gross profit \$2.7, while NA was unfavorably impacted by lower regional customer volume. Additionally, EMEA banking volume declines related to a large non-recurring project in the prior year which carried a higher margin also unfavorably impacted gross profit. Segment operating expenses increased as a result of incremental expense associated with acquisitions and divestitures. The year-over-year increase in segment operating profit margin was primarily due to higher margins associated with the incremental Diebold Nixdorf AG software business results.

Refer to note 20 to the condensed consolidated financial statements for further details of segment revenue and operating profit.

Liquidity and Capital Resources

The Company's total cash and cash availability as of March 31, 2017 and December 31, 2016 was as follows:

	March 31, 2017	December 31, 2016
Cash and cash equivalents	\$ 490.1	\$ 652.7
Additional cash availability from		
Uncommitted lines of credit	183.6	69.0
Revolving credit facility	520.0	352.0
Short-term investments	77.7	64.1
Total cash and cash availability	<u>\$ 1,271.4</u>	<u>\$ 1,137.8</u>

Capital resources are obtained from income retained in the business, borrowings under the Company's senior notes, committed and uncommitted credit facilities and operating and capital leasing arrangements. Management expects that the Company's capital resources will be sufficient to finance planned working capital needs, research and development activities, investments in facilities or equipment, pension contributions, repayments of debt, the payment of dividends on the Company's common shares and any repurchases of the Company's common shares for at least the next 12 months. As of March 31, 2017, \$546.6 or 96.3 percent of the Company's cash and cash equivalents and short-term investments reside in international tax jurisdictions. Repatriation of these funds could be negatively impacted by potential payments for foreign and domestic taxes. The Company has approximately \$183.2 of earnings that are available for repatriation with no additional tax expense as the Company has already provided for such taxes. Part of the Company's growth strategy is to pursue acquisitions complementary to the Company's future structure. The Company has made acquisitions in the past and intends to make acquisitions in the future. The Company intends to finance any future acquisitions with either cash and short-term investments, cash provided from operations, borrowings under available credit facilities, proceeds from debt or equity offerings and/or the issuance of common shares.

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The following table summarizes the results of the Company's condensed consolidated statement of cash flows for the three months ended March 31:

<i>Summary of cash flows:</i>	2017	2016
Net cash used by operating activities - continuing operations	\$ (66.4)	\$ (109.9)
Net cash used by investing activities - continuing operations	(29.0)	(13.8)
Net cash used by financing activities	(72.4)	(247.0)
Discontinued operations, net	—	359.8
Effect of exchange rate changes on cash and cash equivalents	5.2	3.4
Increase (decrease) in cash and cash equivalents	<u>\$ (162.6)</u>	<u>\$ (7.5)</u>

Operating Activities

Cash flows from operating activities can fluctuate significantly from period to period as working capital needs and the timing of payments for income taxes, restructuring activities, pension funding and other items impact reported cash flows.

Net cash used by operating activities - continuing operations was \$66.4 for the three months ended March 31, 2017, a decrease in use of \$43.5 from \$109.9 for the same period in 2016.

- The net aggregate of trade accounts receivable, inventories and accounts payable used \$76.1 in operating cash flows during the three months ended March 31, 2017, compared to \$105.8 used during the same period of 2016. In general, the amount of cash flow provided or used by the aggregate of trade accounts payable, inventories and trade accounts receivable depends upon how effectively the Company manages the cash conversion cycle, which represents the number of days that elapse from the day it pays for the purchase of raw materials and components to the collection of cash from its customers and can be significantly impacted by the timing of collections and payments in a period. Accounts receivable remained relatively consistent compared to prior year same period. Inventory use decreased compared to prior year due to normalization of inventory in the United States, primarily due to working capital initiatives, and in Europe offset by a ramp up in inventory in Brazil. The accounts payable use is lower due to a decrease in payments compared to the prior year same period.
- In the aggregate the other combined certain assets and liabilities used \$6.9 of operating cash during the three months ended March 31, 2017, compared to a use of \$9.3 provided in the same period of 2016. The decrease in use is primarily due to an increase in deferred revenue cash provided by the timing of customer prepayments, mainly on service contracts compared to the prior year. This was offset by cash uses related to interest paid, restructuring charges, VAT payments and a transition service netting settlement with Securitas AB. Additionally, there were non-cash uses related to taxes payable and long term receivables, offset by non-cash sources of interest accrual, Diebold Nixdorf AG option fair value adjustment and noncontrolling interest dividend.
- Net income for the three months ended March 31, 2017 decreased \$220.7, which is primarily due to integration, restructuring and interest costs compared to March 31, 2016. Additionally, the three months ended March 31, 2016 included a gain on the sale of the NA electronic security business.

On November 23, 2015, the Company entered into two foreign currency option contracts to purchase €1,416.0 for \$1,547.1 to hedge against the effect of exchange rate fluctuations on the euro-denominated cash consideration related to the Acquisition and estimated euro denominated acquisition-related costs and any outstanding Diebold Nixdorf AG borrowings. At that time, the cash component of the purchase price consideration was €1,162.2. During the three months ended March 31, 2016, the Company recorded a \$36.5 mark-to-market gain on foreign currency option contracts which is reflected in miscellaneous, net. The weighted average strike price was \$1.09 per euro.

Investing Activities

Net cash used by investing activities - continuing operations was \$29.0 for the three months ended March 31, 2017 compared to net cash used by investing activities of \$13.8 for the same period in 2016. The \$15.2 change was primarily related to an increase in capital expenditures of \$7.4 and increased payments for purchases of investments, offset by increased proceeds from maturities of investments.

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The cash provided by the discontinued operations, net, includes the cash provided by the operations of the NA electronic security business. In the first quarter of 2016, discontinued operations, net, primarily related to the \$365.1 proceeds received for the NA electronic security business divestiture.

Financing Activities

Net cash used by financing activities was \$72.4 for the three months ended March 31, 2017 compared to net cash used by financing activities of \$247.0 for the same period in 2016 for a period over period decrease of \$174.6. The change was primarily due to the period over period decrease of \$63.5 in debt borrowings, net of repayments and \$11.2 dividends paid. These decreases were offset by an increase of \$13.7 distributions to noncontrolling interests. Additionally, three months ended March 31, 2016 included a \$116.1 use related to restricted cash pursuant to the terms of the Credit Agreement.

The cash flows related to debt borrowings and repayments were as follows:

	Three Months Ended	
	March 31, 2017	March 31, 2016
Revolving credit facility borrowings (repayments), net	\$ 20.0	\$ 73.1
Other debt borrowings		
International short-term uncommitted lines of credit borrowings	\$ 19.1	\$ 17.3
Other debt repayments		
Payments on 2006 Senior Notes	\$ —	\$ (175.0)
Payments on Term Loan A Facility under the Credit Agreement	(4.3)	(2.9)
Payments on Term Loan B Facility - USD under the Credit Agreement	(2.5)	—
Payments on Term Loan B Facility - Euro under the Credit Agreement	(1.0)	—
Payments on European Investment Bank	(63.1)	—
International short-term uncommitted lines of credit and other repayments	(13.1)	(20.1)
	\$ (84.0)	\$ (198.0)

Debt As of March 31, 2017, the Company had various international short-term uncommitted lines of credit with borrowing limits of \$226.5. The weighted-average interest rate on outstanding borrowings on the short-term uncommitted lines of credit as of March 31, 2017 and December 31, 2016 was 5.83 percent and 9.87 percent, respectively. The decrease in the weighted-average interest rate is attributable to a change in mix of borrowings of foreign entities. Short-term uncommitted lines mature in less than one year. The amount available under the short-term uncommitted lines at March 31, 2017 was \$183.6.

The Company entered into the Credit Agreement, dated as of November 23, 2015, among the Company and certain of the Company's subsidiaries, as borrowers, JPMorgan Chase Bank, N.A., as Administrative Agent, and the lenders named therein. The Credit Agreement included, among other things, mechanics for the Company's existing revolving and term loan A facilities to be refinanced under the Credit Agreement. On December 23, 2015, the Company entered into a Replacement Facilities Effective Date Amendment, which amended the Credit Agreement, among the Company, certain of the Company's subsidiaries, the lenders identified therein and JPMorgan Chase Bank, N.A., as Administrative Agent, pursuant to which the Company refinanced its \$520.0 revolving and \$230.0 term loan A senior unsecured credit facilities (which have been terminated and repaid in full) with, respectively, a new unsecured Revolving Facility in an amount of up to \$520.0 and a new (non-delayed draw) unsecured Term Loan A Facility on substantially the same terms as the Delayed Draw Term Facility (as defined in the Credit Agreement) in the amount of up to \$230.0. The Delayed Draw Term Facility of \$250.0 may be drawn up to one year after the closing date of the Acquisition. The Revolving Facility and Term Loan A Facility are subject to the same maximum consolidated net leverage ratio and minimum consolidated interest coverage ratio as the Delayed Draw Term Facility. On December 23, 2020, the Term Loan A Facility will mature and the Revolving Facility will automatically terminate. The weighted-average interest rate on outstanding revolving credit facility borrowings as of March 31, 2017 and December 31, 2016 was 2.75 percent and 2.56 percent, respectively,

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which is variable based on the LIBOR. The amount available under the revolving credit facility as of March 31, 2017 was \$520.0. As of March 31, 2017 the outstanding balance on the Term Loan A Facility was \$214.2.

On April 19, 2016, the Company issued the 2024 Senior Notes in an offering exempt from the registration requirements of the Securities Act in connection with the Acquisition. The 2024 Senior Notes are and will be guaranteed by certain of the Company's existing and future domestic subsidiaries. As of March 31, 2017 the outstanding balance on the 2024 Senior Notes was \$400.0.

Also in April 2016, allocation and pricing of the Term Loan B Facility provided under the Credit Agreement (which the Term Loan B Facility was used to provide part of the financing for the Acquisition) was completed. The Term Loan B Facility consists of a \$1,000.0 U.S. dollar-denominated tranche that bears interest at LIBOR plus an applicable margin of 4.50 percent (or, at the Company's option, prime plus an applicable margin of 3.50 percent), and a €350.0 euro-denominated tranche that will bear interest at EURIBOR plus an applicable margin of 4.25 percent. Each tranche was funded during the second quarter of 2016 at 99 percent of par. As of March 31, 2017 the outstanding balance on the Term Loan B Facility was \$795.0 and \$371.3 for the U.S. dollar-denominated and euro-denominated tranches, respectively.

On May 6, and August 16, 2016, the Company entered into the Second and Third Amendments to the Credit Agreement, which re-denominated a portion of the Term Loan B Facility into euros and guaranteed the prompt and complete payment and performance of the obligations when due under the Credit Agreement.

The Amended and Restated Credit Agreement financial covenant ratios at March 31, 2017 are as follows:

- a maximum total net debt to adjusted EBITDA leverage ratio of 4.50 for the three months ended March 31, 2017 (reducing to 4.25 on December 31, 2017, further reduced to 4.00 on December 31, 2018, and further reduced to 3.75 on June 30, 2019); and
- a minimum adjusted EBITDA to net interest expense coverage ratio of not less than 3.00

Below is a summary of financing and replacement facilities information:

Financing and Replacement Facilities	Interest Rate Index and Margin	Maturity/Termination Dates	Term (Years)
Credit Agreement facilities			
Revolving Facility	LIBOR + 1.75%	December 2020	5
Term Loan A Facility	LIBOR + 1.75%	December 2020	5
Delayed Draw Term Loan A	LIBOR + 1.75%	December 2020	5
Term Loan B Facility (\$1,000.0)	LIBOR ⁽ⁱ⁾ + 4.50%	November 2023	7.5
Term Loan B Facility (€350.0)	EURIBOR ⁽ⁱⁱ⁾ + 4.25%	November 2023	7.5
2024 Senior Notes	8.5%	April 2024	8

⁽ⁱ⁾ LIBOR with a floor of 0.75%.

⁽ⁱⁱ⁾ EURIBOR with a floor of 0.75%.

In November 2016, the Company entered into multiple pay-fixed receive-variable interest rate swaps outstanding with an aggregate notional amount of \$400.0.

Following the close of the Acquisition, the debt facilities under the Credit Agreement are secured by substantially all assets of the Company and its domestic subsidiaries that are borrowers or guarantors under the Credit Agreement, subject to certain exceptions and permitted liens.

The Company's financing agreements contain various restrictive financial covenants, including net debt to capitalization, net debt to EBITDA and net interest coverage ratios. As of March 31, 2017, the Company was in compliance with the financial and other covenants within its debt agreements.

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The Company anticipates entering into an incremental amendment to its Credit Agreement (Incremental Agreement) in the second quarter of 2017. The Incremental Amendment is expected to (i) repriced and reduced the Term Loan B Facility - USD loans through (a) repayment of \$250.0 with the proceeds of loans drawn under its \$250.0 Delayed Draw Term Facility, (b) replacement of \$70.0 with repriced Term Loan B Facility - Euro and (c) a refinancing of the remaining Original Dollar Term Loans with \$475.0 million of new Term Loan B Facility - USD (the Repriced Term Loan B Facility - USD) and (ii) new repriced and increased Term Loan B Facility - Euro (the Repriced Term Loan B Facility - Euro).

The Company anticipates the interest rate with respect to (i) the Repriced Term Loan B Facility - USD is based on, at the Company's option, adjusted LIBOR plus 2.75 percent (with a floor of 0.00 percent) or ABR plus 1.75 percent (with an ABR floor of 1.00 percent), which is a decrease from the interest rate that was applicable to the Term Loan B Facility - USD, (ii) the Repriced Term Loan B Facility - Euro is based on adjusted EURIBOR plus 3.00 percent (with a floor of 0.00 percent), which is a decrease from the interest rate that was applicable to the Term Loan B Facility - Euro, and (iii) the Delayed Draw Term Facility. The Company anticipates approximately \$5 of reduced interest expense per quarter upon execution of the Incremental Agreement.

In March 2006, the Company issued the 2006 Senior Notes in an aggregate principal amount of \$300.0. The Company funded the repayment of \$75.0 aggregate principal amount of the 2006 Senior Notes at maturity in March 2013 using borrowings under its revolving credit facility and the repayment of \$175.0 aggregate principal amount of the 2006 Senior Notes that matured in March 2016 through the use of proceeds from the divestiture of the Company's NA electronic security business. Prepayment of the remaining \$50.0 aggregate principal amount of the 2006 Senior Notes were paid in full on May 2, 2016.

Dividends The Company paid dividends of \$7.6 and \$18.8 in the three months ended March 31, 2017 and 2016, respectively. Quarterly dividends were \$0.10 per share for the three months ended March 31, 2017 compared to \$0.2875 per share for the three months ended March 31, 2016.

Contractual Obligations In the first three months of 2017, the Company entered into purchase commitments due within one year for materials through contract manufacturing agreements for a total negotiated price. At March 31, 2017, the Company had purchase commitments due within one year totaling \$14.8 for materials through contract manufacturing agreements at negotiated prices.

In the fourth quarter of 2015, the Company announced its intention to acquire all 29.8 Diebold Nixdorf AG ordinary shares outstanding (33.1 total Diebold Nixdorf AG ordinary shares issued inclusive of 3.3 treasury shares) through a voluntary tender offer for €38.98 in cash and 0.434 common shares of the Company per Diebold Nixdorf AG ordinary share outstanding.

Subsequent to the closing of the Acquisition, the DPLTA became effective by entry in the commercial register at the local court of Paderborn (Germany) on February 14, 2017. The DPLTA offers the Diebold Nixdorf AG minority shareholders, at their election, (i) the ability to put their Diebold Nixdorf AG ordinary shares to Diebold KGaA in exchange for cash compensation of €55.02 per Diebold Nixdorf AG ordinary share, or (ii) to remain Diebold Nixdorf AG minority shareholders and receive a recurring compensation in cash of €3.13 (€2.82 net under the current taxation regime) per Diebold Nixdorf AG ordinary share for each full fiscal year of Diebold Nixdorf AG. The ultimate timing and amount of any future cash payments related to the DPLTA are uncertain.

Except for the items noted above, all contractual cash obligations with initial and remaining terms in excess of one year and contingent liabilities remained generally unchanged at March 31, 2017 compared to December 31, 2016.

Off-Balance Sheet Arrangements The Company enters into various arrangements not recognized in the condensed consolidated balance sheets that have or could have an effect on its financial condition, results of operations, liquidity, capital expenditures or capital resources. The principal off-balance sheet arrangements that the Company enters into are guarantees, operating leases and sales of finance receivables. The Company provides its global operations guarantees and standby letters of credit through various financial institutions to suppliers, regulatory agencies and insurance providers. If the Company is not able to make payment, the suppliers, regulatory agencies and insurance providers may draw on the pertinent bank. Refer to note 15 to the condensed consolidated financial statements for further details of guarantees. The Company has sold finance receivables to financial institutions while continuing to service the receivables. The Company records these sales by removing finance receivables from the condensed consolidated balance sheets and recording gains and losses in the condensed consolidated statements of operations.

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Critical Accounting Policies and Estimates

Management's discussion and analysis of the Company's financial condition and results of operations are based upon the Company's condensed consolidated financial statements. The preparation of these financial statements requires management to make estimates and assumptions about future events. These estimates and the underlying assumptions affect the amounts of assets and liabilities reported, disclosures about contingent assets and liabilities and reported amounts of revenues and expenses. Such estimates include revenue recognition, the valuation of trade, finance lease receivables, inventories, goodwill, intangible assets, other long-lived assets, legal contingencies, guarantee obligations and assumptions used in the calculation of income taxes, pension and post-retirement benefits and customer incentives, among others. These estimates and assumptions are based on management's best estimates and judgment. Management evaluates its estimates and assumptions on an ongoing basis using historical experience and other factors. Management monitors the economic conditions and other factors and will adjust such estimates and assumptions when facts and circumstances dictate. As future events and their effects cannot be determined with precision, actual results could differ significantly from these estimates.

Management believes there have been no significant changes during the three months ended March 31, 2017 to the items that the Company disclosed as its critical accounting policies and estimates in Management's Discussion and Analysis of Financial Condition and Results of Operations in the Company's annual report on Form 10-K for the year ended December 31, 2016.

Forward-Looking Statement Disclosure

In this quarterly report on Form 10-Q, statements that are not reported financial results or other historical information are "forward-looking statements." Forward-looking statements give current expectations or forecasts of future events and are not guarantees of future performance. These forward-looking statements relate to, among other things, the Company's future operating performance, the Company's share of new and existing markets, the Company's short- and long-term revenue and earnings growth rates, and the Company's implementation of cost-reduction initiatives and measures to improve pricing, including the optimization of the Company's manufacturing capacity.

The use of the words "will," "believes," "anticipates," "expects," "intends" and similar expressions is intended to identify forward-looking statements that have been made and may in the future be made by or on behalf of the Company. Although the Company believes that these forward-looking statements are based upon reasonable assumptions regarding, among other things, the economy, its knowledge of its business, and on key performance indicators that impact the Company, these forward-looking statements involve risks, uncertainties and other factors that may cause actual results to differ materially from those expressed in or implied by the forward-looking statements. The Company is not obligated to update forward-looking statements, whether as a result of new information, future events or otherwise.

Readers are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date hereof. Some of the risks, uncertainties and other factors that could cause actual results to differ materially from those expressed in or implied by the forward-looking statements include, but are not limited to:

- the ultimate impact of the review of the Acquisition by the Competition and Markets Authority in the United Kingdom including the Company's ability to successfully divest its legacy Diebold business in the United Kingdom;
- the implementation and ultimate impact of the DPLTA with Diebold Nixdorf AG;

**Management's Discussion and Analysis of
Financial Condition and Results of Operations as of March 31, 2017
DIEBOLD NIXDORF, INCORPORATED AND SUBSIDIARIES
(unaudited)
(in millions, except per share amounts)**

- the ultimate outcome and results of integrating the operations of the Company and Diebold Nixdorf AG, the ultimate outcome of the Company's pricing, operating and tax strategies applied to Diebold Nixdorf AG and the ultimate ability to realize synergies;
- the Company's ability to successfully operate its joint ventures in China with the Inspur Group and Aisino Corp.;
- competitive pressures, including pricing pressures and technological developments;
- changes in the Company's relationships with customers, suppliers, distributors and/or partners in its business ventures;
- changes in political, economic or other factors such as currency exchange rates, inflation rates, recessionary or expansive trends, taxes and regulations and laws affecting the worldwide business in each of the Company's operations;
- global economic conditions, including any additional deterioration and disruptions in the financial markets, including bankruptcies, restructurings or consolidations of financial institutions or otherwise, which could reduce the Company's customer base and/or adversely affect its customers' ability to make capital expenditures, as well as adversely impact the availability and cost of credit;
- acceptance of the Company's product and technology introductions in the marketplace;
- the Company's ability to maintain effective internal controls over financial reporting;
- changes in the Company's intention to further repatriate cash and cash equivalents and short-term investments residing in international tax jurisdictions could negatively impact foreign and domestic taxes;
- unanticipated litigation, claims or assessments, as well as the outcome/impact of any current/pending litigation, claims or assessments;
- variations in consumer demand for banking technologies, products and services;
- potential disruptions, breaches or other violations of the Company's information technology systems;
- the investment performance of the Company's pension plan assets, which could require the Company to increase its pension contributions, and significant changes in healthcare costs, including those that may result from government action;
- the amount and timing of repurchases of the Company's common shares, if any; and
- the Company's ability to achieve benefits from its cost-reduction initiatives and other strategic changes associated with DN2020.

Item 3: Quantitative and Qualitative Disclosures About Market Risk

On August 15, 2016, the Company designated its €350.0 euro-denominated Term Loan B Facility as a net investment hedge of its investments in certain subsidiaries that use the Euro as their functional currency in order to reduce volatility in stockholders' equity caused by the changes in foreign currency exchange rates of the Euro with respect to the U.S. Dollar. The notes will bear interest at the EURIBOR plus an applicable margin of 4.25 percent. Effectiveness will be assessed at least quarterly by confirming that the respective designated net investments' net equity balances at the beginning of any period collectively continues to equal or exceed the balance outstanding on the Company's Euro-denominated term loan. Changes in value that are deemed effective are accumulated in AOCI. When the respective net investments are sold or substantially liquidated, the balance of the cumulative translation adjustment in AOCI will be reclassified into earnings. The net gain (loss) recognized in AOCI on net investment hedge foreign currency borrowings was \$(6.1) for the three months ended March 31, 2017. On March 30, 2017, the Company designated €130.6 of its euro-denominated Term Loan B Facility.

Refer to the Company's annual report on Form 10-K for the year ended December 31, 2016 for a discussion of market risk exposures. There have been no material changes in this information since December 31, 2016.

DIEBOLD NIXDORF, INCORPORATED AND SUBSIDIARIES
FORM 10-Q as of March 31, 2017
(in millions, except share and per share amounts)

Item 4: Controls and Procedures

This quarterly report on Form 10-Q includes the certifications of the Company's chief executive officer (CEO) and chief financial officer (CFO) required by Rule 13a-14 of the Securities Exchange Act of 1934 (the Exchange Act). See Exhibits 31.1 and 31.2. This Item 4 includes information concerning the controls and control evaluations referred to in those certifications.

Based on the performance of procedures by management, designed to ensure the reliability of financial reporting, management believes that the unaudited condensed consolidated financial statements fairly present, in all material respects, the Company's financial position, results of operations and cash flows as of the dates, and for the periods presented.

Disclosure Controls and Procedures

Disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) promulgated under the Exchange Act) are designed to ensure that information required to be disclosed in the reports filed or submitted under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms and that such information is accumulated and communicated to management, including the CEO and CFO as appropriate, to allow timely decisions regarding required disclosures.

In connection with the preparation of this quarterly report on Form 10-Q, the Company's management, under the supervision and with the participation of the CEO and CFO, conducted an evaluation of disclosure controls and procedures as of the end of the period covered by this report. Based on this evaluation, the CEO and CFO have concluded that such disclosure controls and procedures were effective as of March 31, 2017.

Change in Internal Controls

On August 15, 2016, the Company completed the acquisition of Diebold Nixdorf AG. As permitted by SEC guidance, the scope of management's evaluation of internal control over financial reporting as of March 31, 2017 did not include the internal control over financial reporting of Diebold Nixdorf AG. However, we are extending the Company's oversight and monitoring processes that support its internal control over financial reporting to include Diebold Nixdorf AG's operations.

During the quarter ended March 31, 2017, there have been no other changes in the Company's internal control over financial reporting that have materially affected, or are reasonably likely to materially affect, its internal control over financial reporting.

DIEBOLD NIXDORF, INCORPORATED AND SUBSIDIARIES

FORM 10-Q as of March 31, 2017

(in millions, except share and per share amounts)

Part II – Other Information

Item 1: Legal Proceedings

At March 31, 2017, the Company was a party to several lawsuits that were incurred in the normal course of business, which neither individually nor in the aggregate are considered material by management in relation to the Company's financial position or results of operations. In management's opinion, the Company's condensed consolidated financial statements would not be materially affected by the outcome of these legal proceedings, commitments or asserted claims.

For more information regarding legal proceedings, please refer to Part I, Item 3 of the Company's annual report on Form 10-K for the year ended December 31, 2016. There have been no material developments with respect to the legal proceedings reported in the Company's annual report on Form 10-K for the year ended December 31, 2016.

Item 1A: Risk Factors

Refer to the Company's annual report on Form 10-K for the year ended December 31, 2016. Except as presented below, there has been no material change to this information since December 31, 2016.

The Company is exposed to additional litigation risk and uncertainty with respect to the remaining minority shareholders of Diebold Nixdorf AG.

As a result of the Acquisition, the Company continues to be exposed to litigation risk and uncertainty associated with the remaining minority shareholders of Diebold Nixdorf AG. The Company's willingness and/or ability to acquire all issued and outstanding shares of Diebold Nixdorf AG, and the timing of any such potential acquisition, is uncertain. In addition, the adequacy of both forms of compensation payments to minority shareholders agreed under the terms of the DPLTA has been challenged by several minority shareholders of Diebold Nixdorf AG by initiating court-led appraisal proceedings under German law. The Company cannot rule out that the competent court in such appraisal proceeding may adjudicate a higher exit compensation or recurring payment obligation (in each case, including interest thereon) than agreed upon in the DPLTA, the financial impact and timing of which is uncertain.

The Acquisition remains subject to antitrust approval by the Competition and Markets Authority of the United Kingdom, which, if delayed or not granted, may impact the Company's ability to integrate successfully.

While the Acquisition closed on August 15, 2016, it remains subject to approval by the Competition and Markets Authority of the United Kingdom (CMA). On March 16, 2017, the CMA published its official findings in connection with the Acquisition in the U.K. and concluded that a structural remedy is required. On April 27, 2017 the Company gave undertakings to the CMA that it would divest either the legacy Diebold U.K. business or the legacy Wincor Nixdorf U.K. business to a purchaser approved by the CMA, thereby remedying the CMA's concerns. Although the Company is actively pursuing a divestiture as soon as practicable of its legacy Diebold business in the U.K. to a potential purchaser that has been approved by the CMA, the Company and Diebold Nixdorf AG continue to be required to operate their businesses in the U.K. separately until the Diebold business in the U.K. has been sold and final approval for the integration of the Diebold Nixdorf AG business in the U.K. has been received from the CMA. The CMA has discretion in granting its approval of the terms of sale of the Diebold business in the U.K. to ensure sufficient competition in the U.K. market. No assurance can be given as to the Company's ability to ultimately satisfy the CMA's requirements. Any delay or uncertainty relating to the CMA approval may result in additional transaction costs and make it more difficult for us to maintain or pursue particular business strategies and integrate successfully.

Item 2: Unregistered Sales of Equity Securities and Use of Proceeds

Information concerning the Company's share repurchases made during the first quarter of 2017:

Period	Total Number of Shares Purchased ⁽¹⁾	Average Price Paid Per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans ⁽²⁾	Maximum Number of Shares that May Yet Be Purchased Under the Plans (2)
January	1,005	\$ 26.35	—	2,426,177
February	158,268	\$ 28.23	—	2,426,177
March	2,557	\$ 26.30	—	2,426,177
Total	<u>161,830</u>	<u>\$ 28.18</u>	<u>—</u>	

DIEBOLD NIXDORF, INCORPORATED AND SUBSIDIARIES

FORM 10-Q as of March 31, 2017

(in millions, except share and per share amounts)

- (1) All shares were surrendered or deemed surrendered to the Company in connection with the Company's share-based compensation plans.
- (2) The total number of shares repurchased as part of the publicly announced share repurchase plan since its inception was 13,450,772 as of March 31, 2017. The plan was approved by the Board of Directors in 1997. The Company may purchase shares from time to time in open market purchases or privately negotiated transactions. The Company may make all or part of the purchases pursuant to accelerated share repurchases or Rule 10b5-1 plans. The plan has no expiration date. The following table provides a summary of Board of Directors approvals to repurchase the Company's outstanding common shares:

	Total Number of Shares Approved for Repurchase
1997	2,000,000
2004	2,000,000
2005	6,000,000
2007	2,000,000
2011	1,876,949
2012	2,000,000
	15,876,949

Item 3: Defaults Upon Senior Securities

None.

Item 4: Mine Safety Disclosures

Not applicable.

Item 5: Other Information

None.

Item 6: Exhibits

- 3.1(i) Amended and Restated Articles of Incorporation of Diebold, Incorporated – incorporated by reference to Exhibit 3.1(i) to Registrant's Annual Report on Form 10-K for the year ended December 31, 1994 (Commission File No. 1-4879)
- 3.1(ii) Amended and Restated Code of Regulations - incorporated by reference to Exhibit 3.1(ii) to Registrant's Current Report on Form 8-K filed on February 17, 2017 (Commission File No. 1-4879)
- 3.2 Certificate of Amendment by Shareholders to Amended Articles of Incorporation of Diebold, Incorporated – incorporated by reference to Exhibit 3.2 to Registrant's Form 10-Q for the quarter ended March 31, 1996 (Commission File No. 1-4879)
- 3.3 Certificate of Amendment to Amended Articles of Incorporation of Diebold, Incorporated – incorporated by reference to Exhibit 3.3 to Registrant's Form 10-K for the year ended December 31, 1998 (Commission File No. 1-4879)
- 3.4 Certificate of Amendment to Amended Articles of Incorporation of Diebold Nixdorf, Incorporated - incorporated by reference to Exhibit 3.1(i) to Registrant's Form 8-K filed on December 12, 2016 (Commission File No. 1-4879)
- 3.5 Certificate of Amendment to the Amended Articles of Incorporation of Diebold Nixdorf, Incorporated, effective April 26, 2017
- 10.1 Offer Letter - Jürgen Wunram
- 10.2 Offer Letter - Olaf Heyden
- 10.3 Offer Letter - Ulrich Näher
- 10.4 Jürgen Wunram Amended Service Agreement
- 10.5 Olaf Heyden Amended Service Agreement
- 10.6 Ulrich Näher Amended Service Agreement

DIEBOLD NIXDORF, INCORPORATED AND SUBSIDIARIES

FORM 10-Q as of March 31, 2017

(in millions, except share and per share amounts)

10.7	Christopher Chapman Service Agreement
10.8	Diebold Nixdorf, Incorporated 2017 Equity and Performance Incentive Plan - incorporated by reference to Exhibit 4.6 to Registrant's Form S-8 filed on April 26, 2017 (Registration Statement No. 333-217476)
10.9	Form of Non-Qualified Stock Option Agreement (2017 Plan) - incorporated by reference to Exhibit 10.1 to Registrant's Form 8-K filed on April 28, 2017 (Commission File No. 1-4879)
10.1	Form of Restricted Share Agreement (2017 Plan) - incorporated by reference to Exhibit 10.2 to Registrant's Form 8-K filed on April 28, 2017 (Commission File No. 1-4879)
10.11	Form of Restricted Stock Unit Agreement - Cliff Vest (2017 Plan) - incorporated by reference to Exhibit 10.3 to Registrant's Form 8-K filed on April 28, 2017 (Commission File No. 1-4879)
10.12	Form of Restricted Stock Unit Agreement - Ratable Vest (2017 Plan) - incorporated by reference to Exhibit 10.4 to Registrant's Form 8-K filed on April 28, 2017 (Commission File No. 1-4879)
10.13	Form of Restricted Stock Unit Agreement - Non-employee Directors (2017 Plan) - incorporated by reference to Exhibit 10.5 to Registrant's Form 8-K filed on April 28, 2017 (Commission File No. 1-4879)
10.14	Form of Stock Appreciation Rights Agreement (2017 Plan) - incorporated by reference to Exhibit 10.6 to Registrant's Form 8-K filed on April 28, 2017 (Commission File No. 1-4879)
10.15	Form of Performance Shares Agreement (2017 Plan) - incorporated by reference to Exhibit 10.7 to Registrant's Form 8-K filed on April 28, 2017 (Commission File No. 1-4879)
10.16	Form of Performance Units Agreement (2017 Plan) - incorporated by reference to Exhibit 10.8 to Registrant's Form 8-K filed on April 28, 2017 (Commission File No. 1-4879)
10.17	Form of Synergy Grant Performance Share Agreement - incorporated by reference to Exhibit 10.1 to Registrant's Form 8-K filed on February 13, 2017 (Commission File No. 1-4879)
31.1	Certification of Chief Executive Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
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32.1	Certification of Chief Executive Officer Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. Section 1350.
32.2	Certification of Chief Financial Officer Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. Section 1350.
101.INS	XBRL Instance Document
101.SCH	XBRL Taxonomy Extension Schema Document
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document
101.LAB	XBRL Taxonomy Extension Label Linkbase Document
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document

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.

DIEBOLD NIXDORF, INCORPORATED

Date: May 4, 2017

/s/ Andreas W. Mattes

By: Andreas W. Mattes
President and Chief Executive Officer
(Principal Executive Officer)

Date: May 4, 2017

/s/ Christopher A. Chapman

By: Christopher A. Chapman
Senior Vice President and Chief Financial Officer
(Principal Financial Officer)

EXHIBIT INDEX

EXHIBIT NO.	DOCUMENT DESCRIPTION
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Form 540 Prescribed by:

JON HUSTED
 OHIO SECRETARY OF STATE

 Toll Free: (877) SOS-FILE (877-767-3453)
 Central Ohio: (614) 466-3910

www.OhioSecretaryofState.gov
busseerv@OhioSecretaryofState.gov
File online or for more information: www.OHBusinessCentral.com

Mail this form to one of the following:

 Regular Filing (non expedite)
 P.O. Box 1329
 Columbus, OH 43216

 Expedite Filing (Two business day processing time.
 Requires an additional \$100.00)

 P.O. Box 1390
 Columbus, OH 43216

Certificate of Amendment (For-Profit, Domestic Corporation) Filing Fee: \$50 Form Must Be Typed

Check appropriate box:

- ☒ Amendment to existing Articles of Incorporation (125-AMDS)
- ☐ Amended and Restated Articles (122-AMAP) - The following articles supersede the existing articles and all amendments thereto.

Complete the following information:

Name of Corporation Charter Number
 RECEIVED
 SECRETARY OF STATE
 2017 APR 26 PM 4:57
 CLIENT SERVICE CENTER

Check one box below and provide information as required:

- ☐ The articles are hereby amended by the **Incorporators**. Pursuant to Ohio Revised Code section 1701.70(A), incorporators may adopt an amendment to the articles by a writing signed by them if initial directors are not named in the articles or elected and before subscriptions to shares have been received.
- ☐ The articles are hereby amended by the **Directors**. Pursuant to Ohio Revised Code section 1701.70 (A), directors may adopt amendments if initial directors were named in articles or elected, but subscriptions to shares have not been received. Also, Ohio Revised Code section 1701.70(B) sets forth additional cases in which directors may adopt an amendment to the articles.

 The resolution was adopted pursuant to Ohio Revised Code section 1701.70(B)
 (In this space insert the number 1 through 10 to provide basis for adoption.)

- ☒ The articles are hereby amended by the **Shareholders** pursuant to Ohio Revised Code section 1701.71.

- ☐ The articles are hereby amended and restated pursuant to Ohio Revised Code section 1701.72.


A copy of the resolution of amendment is attached to this document.

Note: If amended articles were adopted, they must set forth all provisions required in original articles except that articles amended by directors or shareholders need not contain any statement with respect to initial stated capital. See Ohio Revised Code section 1701.04 for required provisions.

Required

Must be signed by all incorporators, if amended by incorporators, or an authorized officer if amended by directors or shareholders, pursuant to Ohio Revised Code section 1701.73(B) and (C).

If authorized representative is an individual, then they must sign in the "signature" box and print their name in the "Print Name" box.


Signature

By (if applicable)

If authorized representative is a business entity, not an individual, then please print the business name in the "signature" box, an authorized representative of the business entity must sign in the "By" box and print their name in the "Print Name" box.

Jonathan B. Leiken
Print Name

Signature

By (if applicable)

Print Name

DIEBOLD NIXDORF, INCORPORATED

Amendments to Amended Articles of Incorporation

Pursuant to Section 1701.71 of the Ohio Revised Code, Diebold Nixdorf, Incorporated amends its Amended Articles of Incorporation as follows:

1. Article SEVENTH is hereby amended by deleting it in its entirety and replacing it with the following:

SEVENTH: No holder of shares of the Corporation of any class shall have any right to cumulate the voting power of such shares in the election of Directors. The right to cumulate the voting power of the holder as provided in Section 1701.55 of the Ohio Revised Code (or any successor provision) is hereby specifically denied to all holders of shares of any class of stock of the Corporation.

2. Article EIGHTH is hereby added and reads in its entirety as follows:

EIGHTH: At each meeting of shareholders at which directors are to be elected, a nominee for director shall be elected only if the votes "for" the nominee exceed the votes "against" the nominee. Abstentions and broker non-votes shall not be counted as votes "for" or "against" a nominee. Notwithstanding the foregoing, if the Board of Directors determines that the number of nominees exceeds the number of directors to be elected, then in that election the nominees receiving the greatest number of votes shall be elected.

3. Article NINTH is hereby added and reads in its entirety as follows:

NINTH: These Amended Articles of Incorporation supersede and take the place of the existing Amended Articles of Incorporation, as heretofore amended.

201711703340

DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
04/27/2017	201711703340	DOMESTIC/AMENDMENT TO ARTICLES (AMD)	50.00	100.00	.00	.00	.00

Receipt

This is not a bill. Please do not remit payment.

SQUIRE PATTON BOGGS (US) LLP
GENENIA BELLNER
2000 HUNTINGTON CTR, 41 S. HIGH ST.
COLUMBUS, OH 43215

**STATE OF OHIO
CERTIFICATE**

Ohio Secretary of State, Jon Husted

1276

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

DIEBOLD NIXDORF, INCORPORATED

and, that said business records show the filing and recording of:

Document(s)

DOMESTIC/AMENDMENT TO ARTICLES

Document No(s):

201711703340

Effective Date: 04/26/2017



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio
this 27th day of April, A.D. 2017.

A handwritten signature in cursive script that reads "Jon Husted".

Ohio Secretary of State

Diebold Nixdorf, Incorporated

5995 Mayfair Road.

N. Canton, Ohio

United States

March [], 2017

Dr. Jürgen Wunram
Am Heiddamm 21

28355 Bremen

Dear Jürgen:

We at Diebold Nixdorf, Inc. (“*Diebold Nixdorf*” and together with its affiliates, the “*Diebold Nixdorf Group*”) are pleased to offer you certain terms of employment and to set forth the following group-wide compensation targets with the Diebold Nixdorf Group in acknowledgement of your appointment as Chief Operating Officer and Senior Vice President of Diebold Nixdorf, Incorporated and designation as an executive officer of Diebold Nixdorf for purposes of Section 16 of the Securities and Exchange Act of 1934 as well as your various other roles and responsibilities within the Diebold Nixdorf Group, including those which you may assume in future.

Responsibilities and Duties

As an executive officer of Diebold Nixdorf the responsibilities in your positions within the Diebold Nixdorf Group include the authority to make or influence policy-making functions within the Diebold Nixdorf Services organization, as contemplated under Section 16 of the Securities and Exchange Act of 1934, it being understood that while you are serving as a member of the management board of Diebold Nixdorf AG (the “*Company*”) on average approximately 25% of your working time will be allocated to rendering of services as a member and chairman of the management board of the Company.

In countersigning this letter and subject to the preceding paragraph you acknowledge and agree that Diebold Nixdorf may, upon reasonable request, assign to you a corresponding leadership position with any legal entity of the Diebold Nixdorf Group domiciled in Western Europe, *e.g.*, by accepting an appointment as a management board member or a managing director of a general partner of Diebold Holding Germany Inc. & Co. KGaA; it being understood that (i) your obligation to accept any such assignment is subject to the consent of the supervisory board of the Company and (ii) Diebold Nixdorf will not ask you to move to another country in the context of assuming such leadership function and that from the perspective of Diebold Nixdorf the management functions associated with such appointment can be performed predominantly from Paderborn, Germany. Accordingly and upon such assignment, you agree to render

management services to the applicable Diebold Nixdorf Group entity at terms equivalent to your then-current service agreement with Diebold Nixdorf AG (the “*Company*”), dated September 21, 2010 and amended from time to time (the “*Service Agreement*”), and the terms of employment set forth herein. Assuming such leadership position may include to resign as a management board member of the Company, to the extent that you have agreed to the terms and conditions of such an assignment and the Supervisory Board of Diebold Nixdorf AG has approved the resignation.

Remuneration and Incentives

Effective from _____ 2017 (the “Effective Date”), and in each case as approved by the Diebold Nixdorf Compensation Committee of its Board of Directors and the supervisory board of the Company, you will be set to receive the following compensation:

- (1) Your annual total fixed salary to be received from entities of the Diebold Nixdorf Group (including, for the avoidance of doubt, the Company) shall be EUR 535,000,
- (2) You shall be eligible to receive from entities of the Diebold Nixdorf Group (including, for the avoidance of doubt, the Company) a short-term incentive cash award for 2017 under Diebold Nixdorf’s Annual Cash Bonus Plan and/or any other incentive program established by entities of the Diebold Nixdorf Group based on the approved targets for the Annual Incentive Plan of 100% of fixed salary and which will include defined threshold and maximum performance levels, and
- (3) You shall be eligible to receive a long-term equity award in 2017 based on a value of 200% of your fixed base salary, under Diebold Nixdorf’s 1991 Amended and Restated Equity Performance and Incentive Plan and/or any other incentive program established by entities of the Diebold Nixdorf Group (including, for the avoidance of doubt, the Company).
- (4) To the extent tax applicable to your overall remuneration for services rendered for entities of Diebold Nixdorf Group under, or based on, this letter (including, for the avoidance of doubt, remuneration under your Service Agreement) exceeds the amount of tax that would be applicable to such overall remuneration if it were to be taxable solely in Germany as income of a management board member in Germany, Diebold Nixdorf agrees to indemnify you from and against any such exceeding tax liabilities on an after tax basis that are incurred by you after the date of your appointment as an executive officer.

Senior Leadership Severance Plan (SLSP)

Effective as of the date of countersigning this letter by you and provided that you have waived the severance provision in section 9 para (5)d) of your Service Agreement as existent in January 2017, you shall be subject to and eligible under the Diebold Nixdorf SLSP (or its functional equivalent at such time), as it may be amended or modified from time to time. For a one year transition period commencing on the date of countersigning this letter by you, however, your severance shall be calculated also taking into account section 9 para (5)d) of your Service Agreement as existent in January 2017. The amount so calculated based on your Service Agreement will be compared to the amount calculated using the SLSP formula and your then current on target earnings as defined in the SLSP. For this one year only, to the extent eligible for severance, you shall receive the greater of the two calculations.

Conflicts of Interest

The provisions of the Executive Services Agreement concluded between Diebold Nixdorf and the Company as of August 15, 2016 as amended from time to time (the “*Executive Services Agreement*”) are incorporated by reference herein and apply mutatis mutandis to your rights and obligations in the event of any actual or perceived conflict of interest arising in connection with his various roles within the Diebold Nixdorf Group.

Interpretation

Any remuneration received and any eligibility for incentive payments under your Service Agreement which relate to times for which you are also entitled to remuneration and incentives as set forth under “Remuneration and Incentives” above shall count towards the respective group-wide remuneration targets as set forth above; it being understood, for the avoidance of doubt, that any future payments under Section 4(1) (fixed salary) of the Service Agreement will count towards the remuneration as set forth above under No. 1 and any future incentive grants under Sections 4(4) (short term-incentives) and 4(5) (long-term incentives) of your Service Agreement will count towards the incentives as defined under No. 2 and No. 3 above, respectively. In signing this letter, you accept this letter as an offer within the meaning of Section 9 para. 3 of the Executive Services Agreement.

North Canton, this ____ 2017

Paderborn, this ____ 2017

[*DN Signer*]

Dr. Jürgen Wunram

Diebold Nixdorf, Incorporated

5995 Mayfair Road
N. Canton, Ohio
United States

March [], 2017

Olaf Heyden

Stenzelbergstraße 3
53340 Meckenheim

Dear Olaf:

We at Diebold Nixdorf, Inc. ("*Diebold Nixdorf*" and together with its affiliates, the "*Diebold. Nixdorf Group*") are pleased to offer you certain terms of employment and to set forth the following group-wide compensation targets with the Diebold Nixdorf Group in acknowledgement of your appointment as Senior Vice President Services of Diebold Nixdorf, Incorporated and designation as an executive officer of Diebold Nixdorf for purposes of Section 16 of the Securities and Exchange Act of 1934 as well as your various other roles and responsibilities within the Diebold Nixdorf Group, including those which you may assume in future.

Responsibilities and Duties

As an executive officer of Diebold Nixdorf the responsibilities in your positions within the Diebold Nixdorf Group include the authority to make or influence policy-making functions within the Diebold Nixdorf Services organization, as contemplated under Section 16 of the Securities and Exchange Act of 1934, it being understood that while you are serving as a member of the management board of Diebold Nixdorf AG (the "*Company*") on average approximately 25% of your working time will be allocated to rendering of services as a member of the management board of the Company.

In countersigning this letter and subject to the preceding paragraph you acknowledge and agree that Diebold Nixdorf may, upon reasonable request, assign to you a corresponding leadership position with any legal entity of the Diebold Nixdorf Group domiciled in Western Europe, *e.g.*, by accepting an appointment as a management board member or a managing director of a general partner of Diebold Holding Germany Inc. & Co. KGaA; it being understood that (i) your obligation to accept any such assignment is subject to the consent of the supervisory board of the Company and (ii) Diebold Nixdorf will not ask you to move to another country in the context of assuming such leadership function and that from the perspective of Diebold Nixdorf the management functions associated with such appointment can be performed predominantly from Paderborn, Germany. Accordingly and upon such assignment, you agree to render management services to the applicable Diebold Nixdorf Group entity at terms equivalent to your then-current service agreement with Diebold Nixdorf AG (the "*Company*"), dated January 7, 2013 and amended from time to time (the "*Service Agreement*"), and the terms of employment set forth herein. Assuming such leadership position may include

to resign as a management board member of the Company, to the extent that you have agreed to the terms and conditions of such an assignment and the Supervisory Board of Diebold Nixdorf AG has approved the resignation.

Remuneration and Incentives

Effective from _____ 2017 (the "*Effective Date*"), and in each case as approved by the Diebold Nixdorf Compensation Committee of its Board of Directors and the supervisory board of the Company, you will be set to receive the following compensation:

- (1) Your annual total fixed salary to be received from entities of the Diebold Nixdorf Group (including, for the avoidance of doubt, the Company) shall be EUR 470.000,
- (2) You shall be eligible to receive from entities of the Diebold Nixdorf Group (including, for the avoidance of doubt, the Company) a short-term incentive cash award for 2017 under Diebold Nixdorf's Annual Cash Bonus Plan and/or any other incentive program established by entities of the Diebold Nixdorf Group based on the approved targets for the Annual incentive Plan of 100% of fixed salary and which will include defined threshold and maximum performance levels, and
- (3) You shall be eligible to receive a long-term equity award in 2017 based on a value of 150% of your fixed base salary, under Diebold Nixdorf's 1991 Amended and Restated Equity Performance and Incentive Plan and/or any other incentive program established by entities of the Diebold Nixdorf Group (including, for the avoidance of doubt, the Company).
- (4) To the extent tax applicable to your overall remuneration for services rendered for entities of Diebold Nixdorf Group under, or based on, this letter (including, for the avoidance of doubt, remuneration under your Service Agreement) exceeds the amount of tax that would be applicable to such overall remuneration if it were to be taxable solely in Germany as income of a management board member in Germany, Diebold Nixdorf agrees to indemnify you from and against any such exceeding tax liabilities on an after tax basis that are incurred by you after the date of your appointment as an executive officer.

Senior Leadership Severance Plan (SLSP)

Effective as of the date of countersigning this letter by you and provided that you have waived the severance provision in section 9 para (5)d) of your Service Agreement as existent in January 2017, you shall be subject to and eligible under the Diebold Nixdorf SLSP (or its functional equivalent at such time), as it may be amended or modified from time to time. For a one year transition period commencing on the date of countersigning this letter by you, however, your severance shall be calculated also taking into account section 9 para (5)d) of your Service Agreement as existent in January 2017. The amount so calculated based on your Service Agreement will be compared to the amount calculated using the SLSP formula and your then current on target earnings as defined in the SLSP. For this one year only, to the extent eligible for severance, you shall receive the greater of the two calculations.

Conflicts of Interest

The provisions of the Executive Services Agreement concluded between Diebold Nixdorf and the Company as of August 15, 2016 as amended from time to time (the "*Executive Services Agreement*") are incorporated by reference herein and apply *mutatis mutandis* to your rights and obligations in the event of any actual or perceived conflict of interest arising in connection with his various roles within the Diebold Nixdorf Group.

Interpretation

Any remuneration received and any eligibility for incentive payments under your Service Agreement which relate to times for which you are also entitled to remuneration and incentives as set forth under "Remuneration and Incentives" above shall count towards the respective group-wide remuneration targets as set forth above; it being understood, for

the avoidance of doubt, that any future payments under Section 4(1) (fixed salary) of the Service Agreement will count towards the remuneration as set forth above under No. 1 and any future incentive grants under Sections 4(4) (short term-incentives) and 4(5) (long-term incentives) of your Service Agreement will count towards the incentives as defined under No. 2 and No. 3 above, respectively. In signing this letter, you accept this letter as an offer within the meaning of Section 9 para. 3 of the Executive Services Agreement.

North Canton, this __, _____ 2017 Paderborn, this _____ 2017

[*DN Signer*] Olaf Heyden

Diebold Nixdorf, Incorporated
5995 Mayfair Road
N. Canton, Ohio
United States

March [], 2017

Dr. Ulrich Näher
Brunhildenstraße 8
80639 München

Dear Ulrich:

We at Diebold Nixdorf, Inc. (“*Diebold Nixdorf*” and together with its affiliates, the “*Diebold Nixdorf Group*”) are pleased to offer you certain terms of employment and to set forth the following group-wide compensation targets with the Diebold Nixdorf Group in acknowledgement of your appointment as Senior Vice President - Systems of Diebold Nixdorf, Incorporated and designation as an executive officer of Diebold Nixdorf for purposes of Section 16 of the Securities and Exchange Act of 1934 as well as your various other roles and responsibilities within the Diebold Nixdorf Group, including those which you may assume in future.

Responsibilities and Duties

As an executive officer of Diebold Nixdorf the responsibilities in your positions within the Diebold Nixdorf Group include the authority to make or influence policy-making functions within the Diebold Nixdorf Services organization, as contemplated under Section 16 of the Securities and Exchange Act of 1934, it being understood that while you are serving as a member of the management board of Diebold Nixdorf AG (the “*Company*”) on average approximately 25% of your working time will be allocated to rendering of services as a member of the management board of the Company.

In countersigning this letter and subject to the preceding paragraph you acknowledge and agree that Diebold Nixdorf may, upon reasonable request, assign to you a corresponding leadership position with any legal entity of the Diebold Nixdorf Group domiciled in Western Europe, *e.g.*, by accepting an appointment as a management board member or a managing director of a general partner of Diebold Holding Germany Inc. & Co. KGaA; it being understood that (i) your obligation to accept any such assignment is subject to the consent of the supervisory board of the Company and (ii) Diebold Nixdorf will not ask you to move to another country in the context of assuming such leadership function and that from the perspective of Diebold Nixdorf the management functions associated with such appointment can be performed predominantly from Paderborn, Germany. Accordingly and upon such assignment, you agree to render management services to the applicable Diebold Nixdorf Group entity at terms equivalent to your then-current service agreement with Diebold Nixdorf AG (the “*Company*”), dated March 10, 2016 and amended from time to time (the “*Service Agreement*”), and the terms of employment set forth herein. Assuming such leadership position may include to resign as a management board member of the Company, to the extent that you have agreed to the terms and conditions of such an assignment and the Supervisory Board of Diebold Nixdorf AG has approved the resignation.

Remuneration and Incentives

Effective from _____ 2017 (the “*Effective Date*”), and in each case as approved by the Diebold Nixdorf Compensation Committee of its Board of Directors and the supervisory board of the Company, you will be set to receive the following compensation:

- (1) Your annual total fixed salary to be received from entities of the Diebold Nixdorf Group (including, for the avoidance of doubt, the Company) shall be EUR 470.000.
- (2) You shall be eligible to receive from entities of the Diebold Nixdorf Group (including, for the avoidance of doubt, the Company) a short-term incentive cash award for 2017 under Diebold Nixdorf’s Annual Cash Bonus Plan and/or any other incentive program established by entities of the Diebold Nixdorf Group based on the approved targets for the Annual Incentive Plan of 100% of fixed salary and which will include defined threshold and maximum performance levels, and
- (3) You shall be eligible to receive a long-term equity award in 2017 based on a value of 150% of your fixed base salary, under Diebold Nixdorf’s 1991 Amended and Restated Equity Performance and Incentive Plan and/or any other incentive program established by entities of the Diebold Nixdorf Group (including, for the avoidance of doubt, the Company).
- (4) To the extent tax applicable to your overall remuneration for services rendered for entities of Diebold Nixdorf Group under, or based on, this letter (including, for the avoidance of doubt, remuneration under your Service Agreement) exceeds the amount of tax that would be applicable to such overall remuneration if it were to be taxable solely in Germany as income of a management board member in Germany, Diebold Nixdorf agrees to indemnify you from and against any such exceeding tax liabilities on an after tax basis that are incurred by you after the date of your appointment as an executive officer.

Senior Leadership Severance Plan (SLSP)

Effective as of the date of countersigning this letter by you and provided that you have waived the severance provision in section 9 para (5)d) of your Service Agreement as existent in January 2017, you shall be subject to and eligible under the Diebold Nixdorf SLSP (or its functional equivalent at such time), as it may be amended or modified from time to time. For a one year transition period commencing on the date of countersigning this letter by you, however, your severance shall be calculated also taking into account section 9 para (5)d) of your Service Agreement as existent in January 2017. The amount so calculated based on your Service Agreement will be compared to the amount calculated using the SLSP formula and your then current on target earnings as defined in the SLSP. For this one year only, to the extent eligible for severance, you shall receive the greater of the two calculations.

Conflicts of Interest

The provisions of the Executive Services Agreement concluded between Diebold Nixdorf and the Company as of August 15, 2016 as amended from time to time (the “*Executive Services Agreement*”) are incorporated by reference herein and apply *mutatis mutandis* to your rights and obligations in the event of any actual or perceived conflict of interest arising in connection with his various roles within the Diebold Nixdorf Group.

Interpretation

Any remuneration received and any eligibility for incentive payments under your Service Agreement which relate to times for which you are also entitled to remuneration and incentives as set forth under “Remuneration and Incentives” above shall count towards the respective group-wide remuneration targets as set forth above; it being understood, for the avoidance of doubt, that any future payments under Section 4(1) (fixed salary) of the Service Agreement will count towards the remuneration as set forth above under No. 1 and any future incentive grants under Sections 4(4) (short term-incentives) and 4(5) (long-term incentives) of your Service Agreement will count towards the incentives as defined under No. 2 and No. 3 above, respectively. In signing this letter, you accept this letter as an offer within the meaning of Section 9 para. 3 of the Executive Services Agreement.

North Canton, this __ ____ 2017

Paderborn, this 30.03. 2017

[*DN Signer*]

Dr. Ulrich Näher

Änderung zum Vorstandsanstellungsvertrag

Zwischen

der Diebold Nixdorf AG, Heinz-Nixdorf-Ring 1, 33106 Paderborn, vertreten durch den Aufsichtsrat, dieser vertreten durch seinen Vorsitzenden **Herrn Dr. Alexander Dibelius**

- im Folgenden „Gesellschaft“ genannt -
und

Herrn Dr. Jürgen Wunram, wohnhaft
Am Heiddamm 21, 28355 Bremen.

Präambel

Herr Dr. Jürgen Wunram ist durch Beschluss des Aufsichtsrats der Diebold Nixdorf AG vom 14.12.2006 für die Zeit vom 01.03.2007 bis zum 28.02.2019 zum ordentlichen Mitglied des Vorstandes der Gesellschaft bestellt worden. Die Gesellschaft und Herr Dr. Wunram haben einen Vorstandsanstellungsvertrag am 15.12.2006 abgeschlossen. Durch Beschluss des Aufsichtsrats vom 27.04.2010 wurde der Vertrag ersetzt. Durch Beschluss des Aufsichtsrats vom 27.07.2011 ist Herr Dr. Wunram erneut für die Zeit vom 01.03.2012 bis zum 28.02.2017 und durch Beschluss des Aufsichtsrats vom 03.03.2016 erneut für die Zeit vom **01.03.2016** bis zum **28.02.2019** zum ordentlichen Mitglied des Vorstandes der Gesellschaft bestellt worden. Durch Beschluss des Aufsichtsrats vom 15.02.2017 wurde Herr Dr. Wunram mit Wirkung zum 01.04.2017 zum Vorsitzenden des Vorstands bestellt.

Amendment to Management Board Member's Service Agreement

Between

Diebold Nixdorf AG, Heinz-Nixdorf-Ring 1, 33106 Paderborn, represented by the supervisory board, in turn represented by its chairman, **Dr. Alexander Dibelius**

- hereinafter referred to as "Company" -
and

Dr. Jürgen Wunram, residing in Am
Heiddamm 21, 28355 Bremen.

Preamble

By resolution of the Supervisory Board of Diebold Nixdorf AG dated December 14, 2006, Dr. Jürgen Wunram was appointed as regular member of the Management Board (*Vorstand*) of the Company for a term commencing on March 1, 2007 and ending on February 28, 2012. On December 15, 2006, the Company and Dr. Wunram entered into a Management Board Member's Service Agreement. By resolution of the Supervisory Board dated April 27, 2010, this agreement was replaced. By resolution of the Supervisory Board dated July 27, 2011, Dr. Wunram was appointed again as regular member of the Management Board of the Company for a term commencing on March 1, 2012 and ending on February 28, 2017, and by resolution of the Supervisory Board dated March 3, 2016, again for a term commencing on **March 1, 2016** and ending on **February 28, 2019**. By resolution as of February 15, 2017, the Supervisory Board has appointed Dr. Wunram as chairman of the Management Board effective on April 1, 2017.

§ 1 Aufgabenbereich und Pflichten

Herr Dr. Wunram übernimmt die Position des Vorsitzenden des Vorstands und ist gemeinsam mit den anderen Vorstandsmitgliedern zur Führung der Geschäfte der Gesellschaft und der dazugehörigen Tochtergesellschaften nach Maßgabe der gesetzlichen Bestimmungen, der Satzung, etwaiger Weisungen unter dem Beherrschungs- und Gewinnabführungsvertrag mit der Diebold Holding Germany Inc. & Co. KGaA, der vom Aufsichtsrat erlassenen Geschäftsordnung für den Vorstand und seiner Beschlüsse - soweit aktienrechtlich zulässig - in den jeweils geltenden Fassungen nach bestem Wissen und Können berechtigt und verpflichtet.

Die Abgrenzung der Gesamtverantwortung für die Gesellschaft und der speziellen Ressortverantwortung ergibt sich aus der Geschäftsordnung für den Vorstand und dem jeweils gültigen Organisationsplan des Unternehmens.

Herr Dr. Wunram trägt über die ihm übertragene Stellung als Vorsitzender des Vorstands hinaus die Mitverantwortung für die Belange des ganzen Unternehmens.

Es besteht Einverständnis darüber, dass die Geschäftsordnung für den Vorstand und der Organisationsplan nach den Unternehmenserfordernissen geändert werden können, ohne dass davon die übrigen vertraglichen Regelungen berührt werden. Der Stellung von Herrn Dr. Wunram ist dabei angemessen Rechnung zu tragen.

Die Vorstandsmitglieder informieren sich regelmäßig über die jeweiligen Ressortangelegenheiten.

Herr Dr. Wunram vertritt die Gesellschaft gemeinsam mit einem Vorstandsmitglied oder einem Prokuristen der Gesellschaft.

§ 1 Responsibilities and Duties

Dr. Wunram will be the chairman of the Management Board and shall have the right and duty to conduct the business of the Company and its subsidiaries jointly with the other members of the Management Board according to his best knowledge and skill and in accordance with the statutory provisions, potential directions issued under the domination and profit and loss transfer agreement with Diebold Holding Germany Inc. & Co. KGaA, the Articles of Association, the Rules of Procedure (*Geschäftsordnung*) of the Management Board adopted by the Supervisory Board and its resolutions - to the extent permitted under stock corporation law, each as amended from time to time.

The distinction between the joint responsibility for the Company and the individual responsibility for a specific area of responsibility is determined in the Rules of Procedure of the Management Board and the organization plan of the Company as applicable from time to time.

Besides his responsibility as chairman of the Management Board, Dr. Wunram is also jointly responsible for the concerns of the entire Company.

The parties agree that the Rules of Procedure of the Management Board and the organization plan may be amended if this is required for business reasons. Such amendments will not affect the other provisions of this Agreement and shall be made with due regard to the position of Dr. Wunram.

The members of the Management Board shall keep themselves informed about any matters concerning the respective areas of responsibility on a regular basis.

Dr. Wunram shall represent the Company jointly with another member of the Management Board or a holder of a general commercial power of attorney (*Prokurist*) of the Company.

Herr Dr. Wunram wird nach Aufforderung durch die Gesellschaft bei Unternehmen, an denen die Gesellschaft unmittelbar oder mittelbar beteiligt ist, neben den bereits ausgeübten Ämtern weitere Ämter als Geschäftsführer, Mitglied des Aufsichtsrates oder ähnliche Funktionen sowie Funktionen in Vereinigungen, denen die Gesellschaft angehört, übernehmen.

Bei seinem Ausscheiden aus dem Vorstandsamt hat Herr Dr. Wunram die aufgrund seiner Stellung in der Gesellschaft übernommenen Geschäftsführerämter, Aufsichtsratsmandate oder ähnliche Funktionen sowie Funktionen in Vereinigungen zur Verfügung zu stellen. Auf Wunsch der Gesellschaft hat er sich dafür einzusetzen, dass eine andere von der Gesellschaft genannte Person an seine Stelle tritt. Herr Dr. Wunram ist jederzeit zur Niederlegung eines aufgrund seiner Stellung in der Gesellschaft übernommenen Geschäftsführeramtes, Aufsichtsratsmandates oder ähnlicher Funktionen sowie Ehrenämter verpflichtet, wenn er durch die Gesellschaft hierzu aufgefordert wird. Jeweils vor der Übernahme eines Amtes oder Mandates wird festgestellt, ob es sich bei dem Amt oder Mandat um eine aufgrund der Stellung in der Gesellschaft übernommene Tätigkeit handelt.

§ 2

Tätigkeitsumfang und Nebenbeschäftigung

Herr Dr. Wunram hat seine ganze Arbeitskraft ausschließlich der Gesellschaft zu widmen und deren Interessen und Belange unter Beachtung größter Sorgfalt jederzeit zu wahren und zu fördern. Herr Dr. Wunram ist jedoch berechtigt, mit Zustimmung des Aufsichtsrates der Gesellschaft auch für die Diebold Nixdorf, Incorporated und/oder für mit der Diebold Nixdorf, Incorporated verbundene Unternehmen tätig zu werden. In diesem Fall ist Herr Dr. Wunram berechtigt, durchschnittlich 75% seiner Arbeitskraft auch für die Diebold Nixdorf, Incorporated zu verwenden.

Während der Dauer des Dienstverhältnisses ist jede entgeltliche selbständige oder unselbständige Nebenbeschäftigung und die Übernahme von Aufsichtsrats-, bzw. Beiratsämtern bei außenstehenden Unternehmen nur mit vorheriger schriftlicher Zustimmung des Vorsitzenden des Aufsichtsrates zulässig. Unentgeltliche Nebenbeschäftigungen und Ämter wird Herr Dr. Wunram vor Übernahme dem Vorsitzenden des Aufsichtsrates anzeigen.

Bei Veröffentlichungen und Vorträgen wird Herr Dr. Wunram stets die Interessen der Gesellschaft wahren und die Geheimhaltungspflicht beachten.

Dr. Wunram shall, at the request of the Company, assume, in addition to the offices already held by him, further offices as managing director, member of the supervisory board or similar functions in companies in which the Company holds a direct or indirect interest, as well as functions in associations in which the Company is a member.

When ceasing to hold office as Management Board member, Dr. Wunram shall resign from any offices as managing director, supervisory board member or similar functions as well as from any functions in associations that he has assumed as a result of his position in the Company. At the request of the Company, he shall procure that he is replaced by another person specified by the Company. Dr. Wunram shall, at the request of the Company, resign at any time from any offices as managing director, supervisory board member or similar functions and from any honorary offices that he has assumed as a result of his position in the Company. Prior to the assumption of any office, it shall be determined whether such office is a function assumed as a result of the position in the Company.

§ 2

Scope of Work and Secondary Employment

Dr. Wunram shall dedicate his full work capacity exclusively to the Company and shall at any time preserve and promote the Company's interests and concerns with greatest care. Dr. Wunram is, however, authorized, subject to the consent of the Supervisory Board of the Company, to provide services also to Diebold Nixdorf, Incorporated and/or affiliated companies of Diebold Nixdorf, Incorporated. In this case, Dr. Wunram is entitled to devote, on average, approximately 75% of his working capacity also to Diebold Nixdorf Incorporated.

For the term of this Service Agreement, each dependent or independent secondary employment against remuneration as well as the offices as member of a supervisory board or an advisory board in external companies may only be assumed with prior written approval of the chairman of the Supervisory Board. Dr. Wunram shall indicate to the chairman of the Supervisory Board any secondary employment and office without remuneration prior to its assumption.

In publications and presentations Dr. Wunram shall always protect the interests of the Company and comply with the duty of confidentiality.

§ 3 Geheimhaltung, Herausgabe und Erfindungen

Herr Dr. Wunram ist verpflichtet, alle ihm durch seine Tätigkeit zur Kenntnis gelangten vertraulichen Angelegenheiten der Gesellschaft sowie der mit ihr verbundenen Unternehmen und ihrer Geschäftspartner, insbesondere Betriebs- oder Geschäftsgeheimnisse, geheim zu halten. Die Geheimhaltungspflicht besteht nach dem Ausscheiden aus der Gesellschaft fort. Im Rahmen des rechtlich Zulässigen und sofern nicht vom Aufsichtsrat ausdrücklich anders beschlossen und verlangt darf Herr Dr. Wunram entsprechende Informationen auch im Rahmen seiner Tätigkeit für die Diebold Nixdorf, Incorporated und/oder für mit der Diebold Nixdorf, Incorporated verbundene Unternehmen verwenden und weitergeben.

Herr Dr. Wunram ist verpflichtet, alle seine dienstliche Tätigkeit betreffenden Schriftstücke einschließlich seiner eigenen Aufzeichnungen geschäftlicher Art sowie entsprechende Daten als anvertrautes Eigentum der Gesellschaft zu behandeln, sorgfältig unter Verschluss zu halten und bei Beendigung des Dienstverhältnisses unaufgefordert und vollständig der Gesellschaft auszuhändigen. Ein Zurückbehaltungsrecht besteht insoweit nicht.

Herr Dr. Wunram ist verpflichtet, etwaige Erfindungen im Sinne des Gesetzes über Arbeitnehmererfindungen der Gesellschaft unverzüglich schriftlich mitzuteilen. Die Gesellschaft ist berechtigt, innerhalb einer Frist von vier Monaten nach dieser Mitteilung zu erklären, ob und in welchem Umfang sie die Erfindungen in Anspruch nimmt. Für den Fall einer Inanspruchnahme der Erfindung erhält Herr Dr. Wunram eine Vergütung in entsprechender Anwendung der Bestimmungen des Gesetzes über Arbeitnehmererfindungen und den hierzu ergangenen Vergütungsrichtlinien.

§ 3 Confidentiality, Return of Material and Inventions

Dr. Wunram shall keep secret any confidential matters of the Company and of any of its affiliates and business partners, in particular trade and business secrets, that have become known to him as a result of his work. To the extent legally permissible and unless expressly resolved and requested otherwise by the Supervisory Board Dr. Wunram is entitled to use and disclose respective information in connection with its services for Diebold Nixdorf, Incorporated and/or affiliated companies of Diebold Nixdorf, Incorporated.

Dr. Wunram shall treat all documents concerning his duties under this Service Agreement, including his own records of a business nature and related data, as property of the Company that has been entrusted to him, shall keep them carefully under lock and key, and shall, without being requested to do so, return all such documents, records and data to the Company upon termination of this Service Agreement. There shall be no right of retention with regard to such documents, records and data.

Dr. Wunram shall, without undue delay, give written notice to the Company of any inventions within the meaning of the German Act on Employee Inventions (*Gesetz über Arbeitnehmererfindungen*). Within a period of four months as of receipt of such notice, the Company shall be entitled to declare whether and to what extent it claims the inventions. If the Company claims an invention, Dr. Wunram shall receive a compensation in accordance with the German Act on Employee Inventions and the compensation guidelines issued thereunder which apply *mutatis mutandis*.

§ 4

Vergütung, Arbeitsunfähigkeit und Tod

Herr Dr. Wunram erhält eine Jahreszielvergütung, die sich aus einer jährlichen festen Vergütung (Fixum) in Höhe von brutto EUR 535.000,-- (in Worten: EURO Fünfhundertfünfunddreißigtausend), einer kurzfristig variablen Vergütung in Höhe von brutto EUR 535.000,-- (in Worten: EURO Fünfhundertfünfunddreißigtausend) sowie einer langfristig variablen Vergütung in Höhe von brutto EUR 1.070.000,-- (in Worten: EURO eine Million und Siebzigtausend) wie nachfolgend geregelt zusammensetzt. Das jährliche Festgehalt ist in zwölf gleichen Raten jeweils zum Ende des Kalendermonats zahlbar.

Herr Dr. Wunram erhält einen monatlichen Zuschuss in Höhe der jeweiligen Hälfte der Beiträge zu seiner bestehenden Kranken- und Pflegeversicherung sowie der Höhe der jeweiligen Hälfte des Höchstbetrages der gesetzlichen Rentenversicherung. Der Beitrag zur Kranken- und Pflegeversicherung kann maximal die Höhe der Hälfte der gesetzlichen Kranken- und Pflegeversicherung betragen.

Zu Beginn eines jeweiligen Geschäftsjahres bzw., soweit abweichend, eines jeweiligen (maximal einjährigen) Tantiemezeitraums, werden von Herrn Dr. Wunram und dem Aufsichtsrat gemeinsam Zielvorgaben für die kurzfristig variable Vergütung gemäß § 4 Abs. (1) definiert. Soweit nicht der Aufsichtsrat abweichendes beschließt, gelten unter Berücksichtigung von § 4 Abs. (4) die Ziele und Zielvorgaben, die die Diebold Nixdorf, Incorporated für die kurzfristig variable Vergütung festgelegt und dem Aufsichtsrat mitgeteilt hat.

Bei voller Erfüllung der vereinbarten Zielvorgaben (100%) gemäß § 4 Abs. (3) oben erhält Herr Dr. Wunram die kurzfristig variable Vergütungskomponente (Tantieme) in Höhe von brutto EUR 535.000,-- (in Worten: EURO Fünfhundertfünfunddreißigtausend). Die Tantiemzahlung ist nach Feststellung des für die Zielvorgaben relevanten Abschlusses durch den Aufsichtsrat festzusetzen und fällig. Bei Über- oder Unterschreiten der vereinbarten Zielvorgaben richtet sich die Höhe der geschuldeten Tantieme, soweit nicht der Aufsichtsrat ein anderes beschließt, nach den von der Diebold Nixdorf, Incorporated gemäß § 4 Abs. 3 dieses Vorstandsanstellungsvertrages mitgeteilten Zielen und Zielvorgaben. Sind nach den Vorgaben die Voraussetzungen für die Zahlung einer Tantieme nicht erfüllt, entscheidet der Aufsichtsrat über eine etwaige Tantieme nach billigem Ermessen.

§ 4

Remuneration, Incapacity for Work and Death

Dr. Wunram shall receive an annual target remuneration which comprises an annual fixed remuneration ("Fixum") in the amount of EUR 535,000.00 (in words: euro five hundred thirty-five thousand), a short-term variable remuneration in the amount of EUR 535,000.00 (in words: euro five hundred thirty-five thousand) as well as a long-term variable remuneration in the amount of EUR 1,070,000.00 (in words: euro one million and seventy thousand) as set out below. The annual fixed remuneration is payable by twelve equal instalments, in each case to the end of the calendar month.

Dr. Wunram shall receive a monthly subsidy equivalent to the respective half of the contributions to his existing health and long-term care insurance as well as equivalent to the respective half of the maximum amount of the statutory pension insurance. The maximum contribution to the health and long-term care insurance amounts to the equivalent of the half of the contributions to the statutory health and long-term care insurance.

At the beginning of each fiscal year, or, in case deviating, each bonus period (of one year maximum) the Supervisory Board and Dr. Wunram jointly define targets for the short-term variable remuneration set forth in section 4 para (1). Unless resolved otherwise by the Supervisory Board, subject to section 4 para (4) the targets and achievement threshold set and notified to the Supervisory Board by Diebold Nixdorf, Incorporated for the short-term variable remuneration shall apply.

If the targets agreed in accordance with section 4 para 3 above are met in full (100 %), Dr. Wunram shall receive the short-term variable remuneration component (bonus) in the gross amount of EUR 535,000.00 (in words: euro five hundred thirty-five thousand). The bonus shall be payable upon adoption of the financial statements relevant for the determination of the target achievement. In case of an overrun or shortfall of the agreed targets, the amount of the owed bonus shall, unless resolved otherwise by the Supervisory Board, be determined in accordance with the targets and achievement thresholds notified by Diebold Nixdorf, Incorporated pursuant to section 4 para (3) of this Management Board Member's Service Agreement. If, pursuant to these rules, the prerequisites for a bonus pay-out are not met, the supervisory board decides on a potential bonus in its reasonable discretion.

Die Gesellschaft steht dafür ein, dass die Konzernobergesellschaft Diebold Nixdorf, Incorporated Herrn Dr. Wunram als Vergütungskomponente mit langfristiger Anreizwirkung *Restricted Stock Units, Stock Options und Performance Stock Units* gemäß dem „Diebold Nixdorf, Incorporated 1991 Amended and Restated Equity Performance and Incentive Plan“ bzw. ab dem Jahr 2018 nach dem „2017 Equity and Performance Incentive Plan“, sofern dieser von der Hauptversammlung der Diebold Nixdorf, Incorporated beschlossen wird, unter Festsetzung angemessener Erfolgsziele (soweit relevant) gewährt. Anderenfalls wird die Gesellschaft Herrn Dr. Wunram im Wege eines entsprechenden Barausgleichs so stellen, als sei die langfristige Vergütungskomponente gemäß vorstehendem Satz 1 dieses § 4 Abs. (5) gewährt worden. Herr Dr. Wunram verpflichtet sich, während der Laufzeit dieses Vorstandsanstellungsvertrages die ihm jährlich zugeteilte Vergütungskomponente mit langfristiger Anreizwirkung zu erwerben.

Etwaige Vergütungen, die Herrn Dr. Wunram aus Tätigkeiten gemäß § 1 Abs. (7) zufließen, werden auf das Festgehalt nach Abs. (1) angerechnet.

The Company shall ensure that as long-term incentive remuneration component the top-parent company Diebold Nixdorf, Incorporated will restricted stock units, stock options and performance stock units to Dr. Wunram in accordance with the „Diebold Nixdorf, Incorporated 1991 Amended and Restated Equity Performance and Incentive Plan“ and, commencing in the year 2018, in accordance with the „2017 Equity and Performance Incentive Plan“ (if approved by the shareholders meeting of Diebold Nixdorf, Incorporated) with reasonable performance targets, if applicable. Otherwise the Company shall put Dr. Wunram in a position as if long-term variable remuneration had been granted pursuant to the preceding sentence 1 of this sections 4 para (5) by granting Dr. Wunram a respective cash award. During the term of this Management Board Member's Service Agreement, Dr. Wunram shall acquire all long-term variable remuneration components that have been annually allocated to him.

Possible remunerations which Dr. Wunram receives for his activities according to section 1 para. 7 shall be credited against the fixed remuneration according to para. 1.

Mit der vorstehend geregelten Vergütung ist - abgesehen von der Altersversorgungszusage gemäß § 8, den abgeschlossenen Versicherungen gemäß § 7 und der Privatnutzung des Dienstfahrzeuges - die gesamte Tätigkeit von Herrn Dr. Wunram für die Gesellschaft und ihre Tochterunternehmen abgegolten. Insbesondere besteht kein Anspruch auf Vergütung von Mehrarbeit. Vergütung, die Herr Dr. Wunram auf Basis einer mit der Diebold Nixdorf, Incorporated geschlossenen Anstellungsvereinbarung oder aufgrund einer Vereinbarung mit einem mit der Diebold Nixdorf, Incorporated verbundenen Unternehmen tatsächlich gezahlt bzw. ausgegeben wurde, ist, sofern nicht der Aufsichtsrat abweichendes beschließt, auf die in § 4 Abs. (1) vereinbarte Vergütung mit der Maßgabe anzurechnen, dass ein gewährtes Festgehalt nur auf das in diesem Vertrag vereinbarte Festgehalt, eine kurzfristige variable Vergütung nur auf die in diesem Vertrag vereinbarte kurzfristige variable Vergütung und eine Vergütungskomponente mit langfristiger Anreizwirkung nur auf die in diesem Vertrag vereinbarte langfristige Vergütungskomponente angerechnet wird. Außerordentliche Vergütungs- und Bonuszusagen der Diebold Nixdorf, Incorporated werden nicht auf die Vergütung nach diesem Vorstandsanstellungsvertrag angerechnet.

Im Fall der Arbeitsunfähigkeit, die durch Krankheit oder aus einem anderen von Herrn Dr. Wunram nicht zu vertretenden Grund eintritt, erhält Herr Dr. Wunram für die Dauer von bis zu 18 Monaten ab Beginn der Arbeitsunfähigkeit, längstens bis zu seinem Ausscheiden aus der Gesellschaft, sein Festgehalt fortgezahlt. Tantiemeansprüche werden für sechs Monate ab Beginn der Erkrankung oder Verhinderung gezahlt, soweit die Ziele erreicht werden.

Nach Ablauf von 18 Monaten ab Beginn der Arbeitsunfähigkeit ist die Gesellschaft berechtigt, das Dienstverhältnis mit Herrn Dr. Wunram zum Ende eines jeden Monats unter vorzeitiger Auszahlung des Invalidenkapitals aus der beitragsorientierten Versorgungszusage der Diebold Nixdorf AG (siehe § 8 dieses Vertrages) zu beenden. Herr Dr. Wunram wird dabei mindestens so behandelt, als ob eine volle Erwerbsminderung im Sinne von Ziffer 2.2 der einschlägigen Versorgungsordnung vorläge. Der in der Versorgungsordnung geforderte Nachweis der vollen Erwerbsminderung ist somit nicht Anspruchsvoraussetzung. Auch auf die Erfüllung der in der Versorgungsordnung festgelegten Wartezeit kommt es nicht an. Im Übrigen ergeben sich die näheren Auszahlungsmodalitäten aus der Versorgungsordnung.

The remuneration as set out above shall - apart from pension commitment according to section 8, the taken out insurances according to section 7 and the private use of the company car - be deemed to cover the entire work of Dr. Wunram for the Company and its subsidiaries. In particular, there shall be no claim for remuneration with respect to additional work. Remuneration which Dr. Wunram actually receives based on a service agreement entered into with Diebold Nixdorf, Incorporated or an affiliated undertaking, shall, unless the Supervisory Board resolves otherwise, be credited against the remuneration provided for in this Management Board Member's Service Agreement, provided that a granted fixed remuneration shall be credited only against the fixed remuneration set forth in section 4 para (1), a granted short-term remuneration shall be credited only against the short-term variable remuneration as agreed in this Management Board Member's Service Agreement and a long-term variable remuneration shall be credited only against the long-term variable remuneration as agreed in this Management Board Member's Service Agreement. Extraordinary remuneration and bonus awards made or granted by Diebold Nixdorf, Incorporated will not be credited against any remuneration under this Management Board Member's Service Agreement.

In case of incapacity for work caused by illness or by any other reason for which Dr. Wunram is not responsible, Dr. Wunram shall continue to receive his fixed remuneration for a period of up to 18 months as of beginning of the incapacity for work, such term expiring in any event if he leaves the Company. Bonuses shall be paid for a period of six months as of the beginning of illness or unavailability, as far as the targets have been achieved.

After the expiry of a period of 18 months as of the beginning of illness, the Company may terminate this Service Agreement with Dr. Wunram to the end of each calendar month, provided that in case of such termination the disability benefits based on the contribution-defined pension commitment of Diebold Nixdorf AG (confer section 8 of this Service Agreement). In such case, Dr. Wunram shall be treated, as if his earning capacity was fully reduced within the meaning of number 2.2 of the applicable pension scheme. The proof of the total reduction of earning capacity required by the pension scheme shall, therefore, not be a precondition for a claim. The fulfilment of the waiting period provided in pension scheme shall also not be relevant. Apart from that, details on the payment modalities are provided in the pension scheme.

Im Fall des Todes des Herrn Dr. Wunram haben seine Witwe und seine minderjährigen Kinder Anspruch auf Fortzahlung der Vergütung für einen Zeitraum von sechs Monaten, beginnend mit dem Ende des Monats, in dem Herr Dr. Wunram verstorben ist. Daneben haben sie Anspruch auf anteilige Bonuszahlung, sofern die Voraussetzungen hierfür bis zum Tode des Herrn Dr. Wunram *pro rata temporis* erfüllt waren.

§ 5 Urlaub

Herr Dr. Wunram hat Anspruch auf bezahlten Jahresurlaub von 30 Arbeitstagen pro Kalenderjahr. Die Urlaubszeit ist im Einvernehmen mit den übrigen Vorstandsmitgliedern abzustimmen. Zur Abdeckung ganztägiger Abwesenheiten stehen Herrn Dr. Wunram neben dem Kalenderjahresurlaub je Geschäftsjahr bis zu 5 weitere freie Tage (z. B. zur Abdeckung etwaiger sog. „Brückentage“) zur Verfügung.

Im Rahmen der unternehmerischen Verantwortung kann Herr Dr. Wunram unabhängig von einer formellen Beantragung und Genehmigung frei über den jährlichen Urlaub sowie die zusätzlichen fünf freien Tage verfügen. Eine Abwesenheitserfassung ist insofern nicht erforderlich und beschränkt sich auf ganztägige Abwesenheiten wegen Krankheit. Der Kalenderjahresurlaubsanspruch gilt - insbesondere für den Fall des Ausscheidens - als *pro rata temporis* geltend gemacht und erfüllt. Im Falle des Ausscheidens wird dabei auf volle Urlaubstage aufgerundet.

§ 6 Wettbewerbsverbot

Herr Dr. Wunram unterliegt dem Wettbewerbsverbot des § 88 AktG. Es ist ihm insbesondere untersagt, ohne vorherige schriftliche Zustimmung des Vorsitzenden des Aufsichtsrates für ein Unternehmen für eigene oder fremde Rechnung tätig zu werden, welches mit der Gesellschaft in Wettbewerb steht oder ein solches Unternehmen zu errichten oder sich hieran zu beteiligen. Die Regelungen in § 2 Abs. (1) dieses Vorstandsstellungsvertrages bleiben unberührt.

§ 7 Versicherungen

Die Gesellschaft schließt folgende Versicherungen ab:

In the event of death of Dr. Wunram, his widow and his minor children are entitled to continued payment of remuneration for a period of six months as of the end of the month in which Dr. Wunram died. Apart from that, they are entitled to bonus payments on a *pro rata* basis, if the requirements for this have been fulfilled *pro rata temporis* until the death of Dr. Wunram.

§ 5 Vacation

Dr. Wunram is entitled to 30 days of annual vacation with pay per calendar year. The timing of the vacation shall be agreed with the other members of the Management Board. To cover full-day absences Dr. Wunram is entitled to 5 further days off per business year in addition to his calendar annual vacation (e.g. to cover possible so called “bridging days”).

Within the scope of his entrepreneurial responsibility, Dr. Wunram may take vacation time at its absolute discretion, regardless of any formal application and approval. Insofar, no absence for vacation needs to be recorded and only full-day absences for sickness shall be recorded. The entitlement to the annual vacation for the calendar year shall be deemed to be claimed and fulfilled *pro rata temporis*, in particular in case of termination. In case of termination, it shall be rounded up to full vacation days.

§ 6 Non-compete Obligation

Dr. Wunram is subject to the non-compete obligation provided in section 88 of the German Stock Corporation Act (*Aktiengesetz - AktG*). He may not, without prior written approval of the chairman of the Supervisory Board, act for another company for its own account or for the account of a third party which competes with the Company or to incorporate or participate in such company. The provisions set forth in section 2 para (1) of this Management Board Member's Service agreement remain unaffected.

§ 7 Insurances

The Company will take out the following insurances:

Unfallversicherung zugunsten von Herrn Dr. Wunram mit Versicherungssummen von EUR 300.000,-- für den Todesfall und bis zu max. EUR 600.000,-- für den Invaliditätsfall (je nach Invaliditätsgrad). Bei Dienstreisen für das außereuropäische Ausland erhöht sich der Versicherungsschutz um EUR 150.000,-- für den Todesfall und um EUR 300.000,-- für den Invaliditätsfall (je nach Invaliditätsgrad).

Im Rahmen der vorbezeichneten Unfallversicherung werden die Ehefrau und die minderjährigen Kinder wie folgt mitversichert:

Ehefrau: Versicherungssummen von EUR 75.000,-- für den Todesfall und bis zu max. EUR 150.000,-- für den Invaliditätsfall (je nach Invaliditätsgrad)

jedes Kind: Versicherungssummen von EUR 25.000,-- für den Todesfall und bis zu max. EUR 150.000,-- für den Invaliditätsfall (je nach Invaliditätsgrad)

Bei Buchung von Flugkarten über die Gesellschaft tritt eine zusätzliche Fluggast-Unfallversicherung über eine Versicherungssumme von EUR 375.000,-- bei Tod oder Invalidität in Kraft.

Die Gesellschaft wird für Herrn Dr. Wunram folgende weitere Versicherungen abschließen und für die Dauer der Vorstandstätigkeit unterhalten:

Dienstreise-Unfallversicherung

Auslands-Reisekrankenversicherung

Reisegepäck-Versicherung

Verkehrsrechtsschutz-Versicherung für
Dienstreisen

Privathaftpflicht-Versicherung

Eigenständige lokale Directors and Officers-Versicherung der Gesellschaft zur Absicherung gegen Risiken aus der persönlichen Haftung des Vorstandsmitglieds mit einem Selbstbehalt von 10% des Schadens bis zur Höhe des Eineinhalbfachen der festen jährlichen Vergütung des Vorstandsmitglieds; die Gesellschaft verpflichtet sich, den Schutz der vorstehend genannten oder einer dem Umfang und der Höhe nach gleichwertigen eigenständigen und lokalen D&O-Versicherung der Gesellschaft, vor der die gesamte Tätigkeit von Herrn Dr. Wunram für die Gesellschaft umfasst ist, für einen Zeitraum von mindestens zehn Jahren nach der Beendigung der Mitgliedschaft im Vorstand der Gesellschaft aufrechtzuerhalten.

Die auf die Versicherungsprämien der vorgenannten Versicherungen anfallende Einkommensteuer trägt Herr Dr. Wunram. Bezugsberechtigt sind Herr Dr. Wunram bzw. die von ihm schriftlich benannten Personen.

Accident insurance for the benefit of Dr. Wunram with a sum insured of EUR 300,000.00 in case of death and up to EUR 600,000.00 in case of disability (depending on the degree of disability). For business-related travel outside Europe, the insurance coverage is increased by EUR 150,000.00 in case of death and by EUR 300,000.00 in case of disability (depending on the degree of disability).

The aforementioned accident insurance also covers the spouse and the minor children as follows:

Spouse: sum insured of EUR 75,000.00 in case of death and up to 150,000.00 in case of disability (depending on the degree of disability).

Each child: sum insured of EUR 25,000.00 in case of death and up to EUR 150,000.00 in case of disability (depending on the degree of disability)

When flight tickets are booked through the Company, an additional air passenger accident insurance with a sum insured of EUR 375,000.00 in case of death or disability applies.

The Company will implement the following additional insurances for the benefit of Dr. Wunram and will maintain such insurances during the term of the mandate:

Business travel accident insurance

Foreign travel health insurance

Baggage insurance

Motor legal protection insurance for business travel

Private liability insurance

Directors and officers liability insurance to cover risks arising from the personal liability of the Management Board member with a deductible of 10% of the damage up to one and a half times the fixed annual remuneration of the Management Board member; the Company shall ensure that insurance coverage under the aforementioned D&O policy (or another independent and local policy of the Company equivalent in scope and coverage) covering the entire services rendered by Dr. Wunram for the Company shall be maintained for a period of not less than ten years following any termination of the membership in the Management Board.

The income tax on the insurance premiums for the aforementioned insurances shall be borne by Dr. Wunram. The beneficiaries of the aforementioned insurances are Dr. Wunram and the persons specified by him in writing.

§ 8

Betriebliche Altersversorgung

Gemäß der jeweils in der Wincor Nixdorf International GmbH geltenden Versorgungsrichtlinie, welche auch für die Diebold Nixdorf AG gilt, erhält Herr Dr. Wunram Leistungen der betrieblichen Altersversorgung. Die wesentlichen Regelungsinhalte der aktuell geltenden Versorgungsrichtlinie 2006 vom 22.06.2006 sind in einem Merkblatt zur betrieblichen Altersversorgung in der Wincor Nixdorf International GmbH zusammengefasst (**Anlage 3**). Herr Dr. Wunram erhält für jedes volle Beschäftigungsjahr einen Versorgungsbeitrag in Höhe von EUR 100.000,--.

§ 9

Aufhebung bisheriger Vertragsverhältnisse / Dauer und Beendigung des Dienstverhältnisses

Dieser befristete Vorstandsanstellungsvertrag läuft ab dem Zeitpunkt der Bestellung zum Vorstand der Gesellschaft für drei Jahre und kann während dieses Zeitraumes nicht ordentlich gekündigt werden. Er endet mit Ablauf des Drei-Jahreszeitraums, ohne dass es einer Kündigung bedarf.

Der Vorstandsanstellungsvertrag kann in beiderseitigem Einvernehmen im Rahmen der gesetzlich zulässigen Zeitdauer verlängert werden. Hierzu bedarf es eines Aufsichtsratsbeschlusses über die Verlängerung der Bestellung zum Vorstandsmitglied, der frühestens ein Jahr, spätestens aber sechs Monate vor Ablauf der bisherigen Amtszeit gefasst werden soll. Soweit im Fall der Verlängerung nicht ausdrücklich etwas anderes vereinbart wird, gelten die zuletzt schriftlich niedergelegten Vertragsinhalte weiter.

Dieser Vorstandsanstellungsvertrag kann jederzeit auch ohne Einhaltung einer Frist außerordentlich aus wichtigem Grund gekündigt werden. Wichtiger Grund ist eine schwere Verletzung vertraglicher Pflichten durch die andere Vertragspartei.

Jede Kündigung bedarf zu ihrer Wirksamkeit der Schriftform. Eine Kündigung durch Herrn Dr. Wunram bedarf des Zugangs gegenüber dem Vorsitzenden des Aufsichtsrates.

§ 8

Company Pension Scheme

In accordance with the pension directive of Wincor Nixdorf International GmbH, as applicable from time to time, which is also applicable for Diebold Nixdorf AG, Dr. Wunram shall be entitled to benefits under the company pension scheme. The substantial contents of the pension directive 2006 dated June 22, 2006 which is currently applicable are summarized in a leaflet regarding the company pension scheme at Wincor Nixdorf International GmbH (**Annex 3**). Dr. Wunram shall receive a benefit contribution in the amount of EUR 100,000.00 for each completed year of employment.

§ 9

Termination of Previous Employments / Term and Termination of this Service Agreement

This fixed-term Management Board Member's Service Agreement shall be effective as from the time of appointment as member of the Management Board of the Company for a period of three years and cannot be ordinarily terminated during this period. It terminates automatically upon expiry of the three-year period without a termination notice being required.

The term of the Management Board Member's Service Agreement may be extended by mutual agreement between the parties up to the maximum term permitted by law. Such extension requires a resolution of the Supervisory Board on the extension of the appointment as Management Board member which shall be adopted not earlier than one year but not later than six months prior to the expiry of the previous term of office. In case of an extension, unless expressly agreed otherwise, the terms previously agreed in writing shall continue to apply.

This Management Board Member's Service Agreement may be terminated for cause at any time without giving prior notice. A termination for cause shall be possible in case of a severe violation of contractual duties by the other party.

Each termination must be in writing in order to be effective. A termination by Dr. Wunram requires receipt of termination by the chairman of the Supervisory Board.

Für den Fall der Kündigung, der Amtsniederlegung, der Abberufung sowie einer einvernehmlichen Beendigung dieses Vorstandsanstellungsvertrages gilt hinsichtlich der Vergütung Folgendes:

Soweit Herr Dr. Wunram sein Amt ohne wichtigen Grund niederlegt, erhält er ab dem Zeitpunkt des Wirksamwerdens der Niederlegung bis zum Vertragsende kein Festgehalt (Fixum) und auch keine variable Vergütung mehr, das heißt weder eine Tantieme (= kurzfristig variabler Vergütungsbestandteil) noch eine Aktien bezogene Vergütung (= langfristig variabler Vergütungsbestandteil). Langfristig variable Vergütungen, die an Herrn Dr. Wunram vor der Amtsniederlegung ausgegeben worden sind, können jedoch zum Ende einer etwaigen Haltefrist noch ausgeübt werden, sofern die übrigen Ausübungsvoraussetzungen vorliegen. In Bezug auf langfristige variable Vergütungen, die an Herrn Dr. Wunram vor der Amtsniederlegung für den Zeitraum ab dem Jahre 2017 ausgegeben worden sind, gelten die Regelungen des „Diebold Nixdorf, Incorporated 1991 Amended and Restated Equity Performance and Incentive Plan“ bzw. des „2017 Equity and Performance Incentive Plan“.

Soweit Herr Dr. Wunram sein Amt aus wichtigem Grund entsprechend § 626 BGB niederlegt, erhält er ab diesem Zeitpunkt bis zum Vertragsende als Vergütung sein bisheriges Festgehalt (Fixum) ohne variable Vergütung. Langfristig variable Vergütungen, die an Herrn Dr. Wunram vor der Amtsniederlegung ausgegeben worden sind, können jedoch zum Ende einer etwaigen Haltefrist noch ausgeübt werden, sofern die übrigen Ausübungsvoraussetzungen vorliegen. In Bezug auf langfristige variable Vergütungen, die an Herrn Dr. Wunram vor der Amtsniederlegung für den Zeitraum ab dem Jahre 2017 ausgegeben worden sind, gelten die Regelungen des „Diebold Nixdorf, Incorporated 1991 Amended and Restated Equity Performance and Incentive Plan“ bzw. des „2017 Equity and Performance Incentive Plan“.

In the event of the unilaterally declared termination, resignation, revocation as well as in the event of a mutually agreed termination of this Management Board Member's Service Agreement the following shall apply with respect to the remuneration:

if Dr. Wunram resigns from his office without cause, he shall as from the effectiveness of the resignation until the expiry of this Service Agreement neither receive a fixed remuneration ("Fixum") nor a variable remuneration, i.e. neither a bonus (= short-term variable remuneration component) nor a stock related remuneration (= long-term variable remuneration component). Long-term variable remunerations which have been issued to Dr. Wunram prior to the resignation can, however, be exercised at the end of a potential lock-up period if the other vesting requirements are fulfilled. In relation to any long-term remuneration that has been awarded to Dr. Wunram prior to his resignation and in relation to periods commencing 2017, the rules set forth in the „Diebold Nixdorf, Incorporated 1991 Amended and Restated Equity Performance and Incentive Plan“ or, if applicable, in the „2017 Equity and Performance Incentive Plan“ shall apply.

if Dr. Wunram resigns from his office for cause according to section 626 of the German Civil Code (*Bürgerliches Gesetzbuch - BGB*), he shall as from the termination until to the expiry of this Service Agreement receive as remuneration his previous fixed remuneration ("Fixum") without variable remuneration. Long-term variable remunerations which have been issued to Dr. Wunram prior to the resignation can, however, be exercised at the end of a potential lock-up period if the other vesting requirements are fulfilled. In relation to any long-term remuneration that has been awarded to Dr. Wunram prior to his resignation and in relation to periods commencing 2017, the rules set forth in the „Diebold Nixdorf, Incorporated 1991 Amended and Restated Equity Performance and Incentive Plan“ or, if applicable, in the „2017 Equity and Performance Incentive Plan“ shall apply.

Wird dieser Vertrag von der Gesellschaft aus wichtigem Grund i.S.d. § 626 BGB mit oder ohne Auslauffrist gekündigt, erhält Herr Dr. Wunram für das laufende Geschäftsjahr sowie für die etwaige Auslauffrist keine variable Vergütung mehr.

if this Service Agreement is terminated by the Company for cause within the meaning of section 626 German Civil Code (*Bürgerliches Gesetzbuch - BGB*), either with or without phasing-out period, Dr. Wunram shall not receive a variable remuneration for the current business year and for a possible phasing-out period.

Für den Fall (i) der vorzeitigen Beendigung der Vorstandstätigkeit durch Widerruf der Bestellung ohne einen von Herrn Dr. Wunram zu vertretenden wichtigen Grund im Sinne des § 626 BGB, der die Gesellschaft zur Kündigung des Vorstandsanstellungsvertrages berechtigen würde, (ii) dass Herr Dr. Wunram als Mitglied des Board of Directors oder des sog. Executive Committee der Diebold Nixdorf, Incorporated ohne wichtigen Grund abberufen wird, (iii) dass Herr Dr. Wunram seine Mitgliedschaft im Board of Directors oder im Executive Committee auf Wunsch der Diebold Nixdorf, Incorporated beendet, (iv) dass seine Aufgaben als Mitglied des Executive Committee der Diebold Nixdorf, Incorporated ohne seine Zustimmung im Vergleich zu den durch Schreiben der Diebold Nixdorf, Incorporated vom 30.03.2017 festgelegten Aufgaben wesentlich geändert werden, und (v) im Falle einer einvernehmlichen Aufhebung dieses Vorstandsanstellungsvertrages, steht die Gesellschaft dafür ein, dass Herr Dr. Wunram - in den vorstehend unter (ii) bis (iv) genannten Fällen nur sofern er sein Vorstandsamt während der Laufzeit der Zusammenschlussvereinbarung vom 23. November 2015 niederlegt - eine einmalige Abfindung gemäß den Vorgaben des Senior Leadership Severance Plan der Diebold Nixdorf, Incorporated in der im Januar 2017 jeweils geltenden Fassung (SLSP) erhält, im Falle eines Ausscheidens bis zum 31. März 2018 jedoch mindestens eine Abfindung gemäß nachfolgenden Regelungen.

in the event of (i) a premature termination of the Management Board mandate by way of a revocation of the appointment without cause within the meaning of section 626 German Civil Code (*Bürgerliches Gesetzbuch - BGB*) for which Dr. Wunram is responsible and which would entitle the Company to terminate this Management Board Member's Service Agreement, (ii) Dr. Wunram being revoked as member of the board of directors or the so-called Executive Committee of Diebold Nixdorf, Incorporated without good reason, (iii) Dr. Wunram terminating his membership in the board of directors or the Executive Committee at the request of Diebold Nixdorf, Incorporated, (iv) a substantial change of his responsibilities as member of the Executive Committee of Diebold Nixdorf, Incorporated in comparison to the responsibilities provided for in the letter of Diebold Nixdorf, Incorporated dated March 30, 2017 without his consent and (v) in the event of a mutually agreed termination of this Management Board Member's Service Agreement, the Company will ensure that Dr. Wunram shall receive - in the cases referred to above under (ii) through (iv) only if he resigns from office during the term of the business combination agreement dated November 23, 2015 - a one-time severance payment in accordance with the provisions of the Senior Leadership Severance Plan of Diebold Nixdorf, Incorporated as existent in January 2017 and as amended from time to time, provided, however, that in case of termination before March 31, 2018, a minimum severance shall be paid in accordance with the following provisions.

Herr Dr. Wunram enthält im Falle eines Ausscheidens bis zum 31. März 2018 als Abfindung mindestens das Zweifache der Summe aus dem Jahresfestgehalt gemäß § 4 Abs. 1, der jährlichen Zuschüsse gemäß § 4 Abs. 2, Versicherungsentgelte gemäß § 7, des Jahresbeitrages für die betriebliche Altersversorgung gemäß § 8 sowie des jährlichen geldwerten Vorteils aus der Nutzung des Firmenwagens gemäß § 11 des Vorstandsanstellungsvertrages sowie das 2-fache der kurzfristig und der langfristig variablen Vergütung gemäß § 4 Abs. 1 dieses Vorstandsanstellungsvertrages. Für die Zwecke der Berechnung der Abfindung ist die am 1. April 2017 geltende Fassung dieses Vorstandsanstellungsvertrages maßgeblich.

Der gemäß vorstehendem Absatz bis zum 31. März 2018 vereinbarte Mindestbetrag der Abfindung ist grundsätzlich auf die Abgeltung der Restlaufzeit dieses Vorstandsanstellungsvertrages begrenzt. Beträgt zum Zeitpunkt der Aufhebung im Sinne des § 9 Abs. 5, Ziffer d) des Vorstandsanstellungsvertrages die Restlaufzeit desselben weniger als 2 Jahre, wird die Abfindung zeitanteilig berechnet. Es gilt die Regelung in Ziffer 4.2.3 Abs. 4 des Deutschen Corporate Governance Kodex. Diese Begrenzung der Abfindung auf die Restlaufzeit findet nicht statt, wenn sich die Höhe der Abfindung nach den Vorgaben des Senior Leadership Severance Plan der Diebold Nixdorf, Incorporated bestimmt.

Langfristig variable Vergütungen, die an Herrn Dr. Wunram vor der Beendigung seines Vorstandsanstellungsvertrages ausgegeben worden sind, verfallen nicht sondern können zum Ende einer etwaigen Haltefrist ausgeübt werden, sofern die übrigen Ausübungsvoraussetzungen vorliegen. In Bezug auf langfristige variable Vergütungen, die an Herrn Dr. Wunram vor der Beendigung des Vorstandsanstellungsvertrages für den Zeitraum ab dem Jahre 2017 ausgegeben worden sind, gelten die Regelungen des „Diebold Nixdorf, Incorporated 1991 Amended and Restated Equity Performance and Incentive Plan“ bzw. des „2017 Equity and Performance Incentive Plan“.

In case of a termination before March 31, 2018, Dr. Wunram shall receive as severance payment at minimum twice the total of the annual fixed remuneration according to section 4 para. 1, the annual subsidy according to section 4 para. 2, insurance premiums according to section 7, the annual contribution to the company pension scheme according to section 8 as well as the annual monetary benefits relating to the use of the company car according to section 11 of this Management Board Member's Service Agreement as well as twice of the short-term and long-term variable remuneration according to section 4 para. 1 of this Management Board Member's Service Agreement. For the purpose of calculating this severance, the Management Board Member's Service Agreement as existent on April 1, 2017 shall be decisive.

The minimum severance payment agreed to be paid until March 31, 2018 pursuant to the preceding paragraph shall be limited to the compensation for the remaining term. If, at the time of the termination within the meaning of section 9 para. 5 lit. d) of this Management Board Member's Service Agreement, the remaining term is less than 2 years, the severance payment will be calculated *pro rata temporis*. The provision in section 4.2.3 para. 4 of the German Corporate Governance Codex (*Deutscher Corporate Governance Kodex*) shall apply. In case the severance is to be determined in accordance with the Senior Leadership Severance Plan of Diebold Nixdorf, Incorporated, the severance will not be limited to the compensation of the remainder of the term.

Long-term variable remunerations which have been granted to Dr. Wunram prior to the termination of his Management Board Member's Service Agreement do not lapse but may be exercised at the end of any potential lock-up period if the other vesting requirements are fulfilled. In relation to any long-term remuneration that has been awarded to Dr. Wunram prior to the termination of this Management Board Member's Service Agreement and in relation to periods commencing 2017, the rules set forth in the „Diebold Nixdorf, Incorporated 1991 Amended and Restated Equity Performance and Incentive Plan“ or, if applicable, in the „2017 Equity and Performance Incentive Plan“ shall apply.

Im Fall des Widerrufs der Bestellung sowie der Amtsniederlegung gemäß vorstehendem § 9 Abs. (5) d) ist Herr Dr. Wunram berechtigt, diesen Vorstandsanstellungsvertrag außerordentlich fristlos zu kündigen und die gemäß diesem § 9 Abs. (5) d) vorgesehene Abfindung zu erhalten.

Bei einem auf das Geschäftsjahr bezogenen unterjährigen Ausscheiden werden die Vergütungsansprüche unter Berücksichtigung der vorstehenden Absätze zeitanteilig gewährt.

Im Falle einer vorzeitigen Beendigung des Vorstandsamtes ist die Gesellschaft berechtigt, Herrn Dr. Wunram unter Berücksichtigung der vorstehenden Regelungen für eine etwaig verbleibende Restlaufzeit dieses Vorstandsanstellungsvertrages von der Pflicht zur Arbeitsleistung freizustellen.

Die Beendigung des Dienstverhältnisses oder eine Freistellung hat keine Auswirkung auf die nach diesem Vertrag fortbestehenden Verpflichtungen des Herrn Dr. Wunram.

Dieser Vorstandsanstellungsvertrag endet spätestens zum Ende des Monats, in dem Herr Dr. Wunram das 68. Lebensjahr vollendet.

§ 10 Auslagen

Reisekosten und sonstige Auslagen werden Herrn Dr. Wunram im Rahmen der steuerlich zulässigen Höchstbeträge vergütet. Im Einzelfall werden höhere Beträge gegen Nachweis erstattet. Die Reisekostenrichtlinie für Leitende Angestellte der Wincor Nixdorf International GmbH - welche ebenfalls in der Diebold Nixdorf AG Anwendung findet - gilt auch für Herrn Dr. Wunram.

§ 11 Dienstfahrzeug

Herr Dr. Wunram hat Anspruch auf ein Dienstfahrzeug der oberen Mittelklasse zur geschäftlichen und privaten Nutzung. Die Firmenwagenregelung für Mitglieder des Diebold Nixdorf Executive Boards kommt zur Anwendung (**Anlage 4**). Die private Nutzung unterliegt den anwendbaren steuerlichen Vorschriften.

Mit Beendigung dieses Vorstandsanstellungsvertrages ist das Dienstfahrzeug an die Gesellschaft herauszugeben.

In the event of the revocation of the appointment and in the event of the resignation from office as set forth above under section 9 para (5) d), Dr. Wunram is entitled to terminate this Management Board Member's Service Agreement for cause without giving prior notice and is entitled to the severance as set forth in this section 9 para (5) d).

In case of an intra-year termination with regard to the business year, remuneration entitlements will be granted *pro rata temporis* in consideration of the preceding paragraphs.

In case of a premature termination of the office as member of the Management Board, the Company may, taking into account the preceding provisions, release Dr. Wunram from its duties to perform services for any potential remainder of a term of this Management Board Member's Service Agreement.

The termination of this Service Agreement or a release from services has no effect on the continuing obligations of Dr. Wunram set forth in this Service Agreement.

This Management Board Member's Service Agreement shall, at the latest, expire at the end of the month in which Dr. Wunram completes his 68th year of life.

§ 10 Expenses

Any travel and other expenses shall be reimbursed to Dr. Wunram up to the maximum amounts permitted for tax purposes. In the individual case, higher amounts may be reimbursed upon presentation of receipts. The business travel expenses policy for executives of Wincor Nixdorf International GmbH - which also applies at Diebold Nixdorf AG - also applies to Dr. Wunram.

§ 11 Company Car

Dr. Wunram is entitled to an upper mid-range company car for business and private use. The company car policy for members of the Diebold Nixdorf Executive Board is applicable. The private use is subject to the applicable tax provisions.

Upon termination of this Management Board Member's Service Agreement the company car has to be returned to the Company.

§ 12 Schlussbestimmungen

Änderungen, Ergänzungen und die Aufhebung dieses Vertrages bedürfen der Schriftform; auf die Schriftform kann nur schriftlich verzichtet werden.

Sofern im Rahmen der Beschäftigungsbedingungen für Mitarbeiter des Leitungskreises Vergünstigungen zuerkannt sind oder werden, die in diesem Vertrag nicht ausdrücklich geregelt sind, gelten diese Vergünstigungen während ihrer zeitlichen Geltung im Leitungskreis entsprechend auch für das Vorstandsmitglied als vereinbart.

Sollten einzelne Bestimmungen des Vertrages ganz oder teilweise ungültig oder undurchführbar sein oder ihre Rechtsgültigkeit später verlieren, bleibt der Vertrag im Übrigen gültig. Anstelle der unwirksamen oder undurchführbaren Bestimmung soll, soweit rechtlich zulässig, eine andere angemessene Regelung gelten, die wirtschaftlich dem am nächsten kommt, was die Vertragspartner gewollt haben oder gewollt haben würden, wenn sie die Unwirksamkeit oder Undurchführbarkeit der Regelung bedacht hätten.

Als ausschließlicher Gerichtsstand für alle Streitigkeiten aus diesem Vertrag wird, soweit gesetzlich zulässig, der Sitz der Gesellschaft vereinbart. Dieser Vertrag unterliegt dem Recht der Bundesrepublik Deutschland.

Nur die deutsche Fassung dieses Vertrages ist maßgeblich und verbindlich.

Paderborn, den / this _____ 2017

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Vorsitzender des Aufsichtsrates der /
chairman of the supervisory board of
Diebold Nixdorf AG

§ 12 Miscellaneous

Any amendments and additions to as well as the rescission of this Agreement shall be made in writing; this written form requirement may only be waived in writing.

If any benefits have or will be granted in the terms of employment for the employees of the management group (*Leitungskreis*) which are not expressly provided in this Service Agreement, such benefits shall be deemed to be agreed with the Management Board member for the period during which they apply in the management group (*Leitungskreis*).

Should any provisions of this Agreement be invalid or unenforceable in whole or in part or become invalid, the validity and enforceability of the remaining provisions of this Agreement shall not be affected. The invalid or unenforceable provision shall be deemed replaced, to the extent permitted by law, by another appropriate provision as comes closest to the economic result that the parties intended or would have intended had they been aware of the invalidity or unenforceability of the provision.

The exclusive place of jurisdiction for all disputes arising out of this Agreement shall be, to the extent permitted by law, the location of the Company's registered office. This Agreement shall be governed by the laws of the Federal Republic of Germany.

Only the German Version of this agreement shall be authoritative and binding.

Paderborn, den / this _____ 2017

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Dr. Jürgen Wunram

Änderung zum Vorstandsanstellungsvertrag

Zwischen

der Diebold Nixdorf AG, Heinz-Nixdorf-Ring 1, 33106 Paderborn, vertreten durch den Aufsichtsrat, dieser vertreten durch seinen Vorsitzenden **Herrn Dr. Alexander Dibelius**

- im Folgenden „Gesellschaft“ genannt -
und

Herrn Olaf Heyden, wohnhaft
Stenzelbergstr. 3, 53340 Meckenheim

Präambel

Herr Olaf Heyden ist durch Beschluss des Aufsichtsrats der Diebold Nixdorf AG vom 14.12.2006 für die Zeit vom 01.03.2007 bis zum 28.02.2019 zum ordentlichen Mitglied des Vorstandes der Gesellschaft bestellt worden. Die Gesellschaft und Herr Heyden haben einen Vorstandsanstellungsvertrag am 15.12.2006 abgeschlossen. Durch Beschluss des Aufsichtsrats vom 27.04.2010 wurde der Vertrag ersetzt. Durch Beschluss des Aufsichtsrats vom 27.07.2011 ist Herr Heyden erneut für die Zeit vom 01.03.2012 bis zum 28.02.2017 und durch Beschluss des Aufsichtsrats vom 03.03.2016 erneut für die Zeit vom **01.03.2016** bis zum **28.02.2019** zum ordentlichen Mitglied des Vorstandes der Gesellschaft bestellt worden.

Amendment to Management Board Member's Service Agreement

Between

Diebold Nixdorf AG, Heinz-Nixdorf-Ring 1, 33106 Paderborn, represented by the supervisory board, in turn represented by its chairman, **Dr. Alexander Dibelius**

- hereinafter referred to as "Company" -
and

Mr. Olaf Heyden, residing in
Stenzelbergstr. 3, 55340 Meckenheim.

Preamble

By resolution of the Supervisory Board of Diebold Nixdorf AG dated December 14, 2006, Mr. Olaf Heyden was appointed as regular member of the Management Board (*Vorstand*) of the Company for a term commencing on March 1, 2007 and ending on February 28, 2012. On December 15, 2006, the Company and Mr. Heyden entered into a Management Board Member's Service Agreement. By resolution of the Supervisory Board dated April 27, 2010, this agreement was replaced. By resolution of the Supervisory Board dated July 27, 2011, Mr. Heyden was appointed again as regular member of the Management Board of the Company for a term commencing on March 1, 2012 and ending on February 28, 2017, and by resolution of the Supervisory Board dated March 3, 2016, again for a term commencing on **March 1, 2016** and ending on **February 28, 2019**.

§ 1 Aufgabenbereich und Pflichten

Herr Heyden ist gemeinsam mit den anderen Vorstandsmitgliedern zur Führung der Geschäfte der Gesellschaft und der dazugehörigen Tochtergesellschaften nach Maßgabe der gesetzlichen Bestimmungen, der Satzung, etwaiger Weisungen unter dem Beherrschungs- und Gewinnabführungsvertrag mit der Diebold Holding Germany Inc. & Co. KGaA, der vom Aufsichtsrat erlassenen Geschäftsordnung für den Vorstand und seiner Beschlüsse - soweit aktienrechtlich zulässig - in den jeweils geltenden Fassungen nach bestem Wissen und Können berechtigt und verpflichtet.

Die Abgrenzung der Gesamtverantwortung für die Gesellschaft und der speziellen Ressortverantwortung ergibt sich aus der Geschäftsordnung für den Vorstand und dem jeweils gültigen Organisationsplan des Unternehmens.

Herr Heyden trägt über die ihm übertragene Stellung als Vorsitzender des Vorstands hinaus die Mitverantwortung für die Belange des ganzen Unternehmens.

Es besteht Einverständnis darüber, dass die Geschäftsordnung für den Vorstand und der Organisationsplan nach den Unternehmenserfordernissen geändert werden können, ohne dass davon die übrigen vertraglichen Regelungen berührt werden. Der Stellung von Herrn Heyden ist dabei angemessen Rechnung zu tragen.

Die Vorstandsmitglieder informieren sich regelmäßig über die jeweiligen Ressortangelegenheiten.

Herr Heyden vertritt die Gesellschaft gemeinsam mit einem Vorstandsmitglied oder einem Prokuristen der Gesellschaft.

Herr Heyden wird nach Aufforderung durch die Gesellschaft bei Unternehmen, an denen die Gesellschaft unmittelbar oder mittelbar beteiligt ist, neben den bereits ausgeübten Ämtern weitere Ämter als Geschäftsführer, Mitglied des Aufsichtsrates oder ähnliche Funktionen sowie Funktionen in Vereinigungen, denen die Gesellschaft angehört, übernehmen.

§ 1 Responsibilities and Duties

Mr. Heyden shall have the right and duty to conduct the business of the Company and its subsidiaries jointly with the other members of the Management Board according to his best knowledge and skill and in accordance with the statutory provisions, potential directions issued under the domination and profit and loss transfer agreement with Diebold Holding Germany Inc. & Co. KGaA, the Articles of Association, the Rules of Procedure (*Geschäftsordnung*) of the Management Board adopted by the Supervisory Board and its resolutions - to the extent permitted under stock corporation law, each as amended from time to time.

The distinction between the joint responsibility for the Company and the individual responsibility for a specific area of responsibility is determined in the Rules of Procedure of the Management Board and the organization plan of the Company as applicable from time to time.

Besides his responsibility as chairman of the Management Board, Mr. Heyden is also jointly responsible for the concerns of the entire Company.

The parties agree that the Rules of Procedure of the Management Board and the organization plan may be amended if this is required for business reasons. Such amendments will not affect the other provisions of this Agreement and shall be made with due regard to the position of Mr. Heyden.

The members of the Management Board shall keep themselves informed about any matters concerning the respective areas of responsibility on a regular basis.

Mr. Heyden shall represent the Company jointly with another member of the Management Board or a holder of a general commercial power of attorney (*Prokurist*) of the Company.

Mr. Heyden shall, at the request of the Company, assume, in addition to the offices already held by him, further offices as managing director, member of the supervisory board or similar functions in companies in which the Company holds a direct or indirect interest, as well as functions in associations in which the Company is a member.

Bei seinem Ausscheiden aus dem Vorstandsamt hat Herr Heyden die aufgrund seiner Stellung in der Gesellschaft übernommenen Geschäftsführerämter, Aufsichtsratsmandate oder ähnliche Funktionen sowie Funktionen in Vereinigungen zur Verfügung zu stellen. Auf Wunsch der Gesellschaft hat er sich dafür einzusetzen, dass eine andere von der Gesellschaft genannte Person an seine Stelle tritt. Herr Heyden ist jederzeit zur Niederlegung eines aufgrund seiner Stellung in der Gesellschaft übernommenen Geschäftsführeramtes, Aufsichtsratsmandates oder ähnlicher Funktionen sowie Ehrenämter verpflichtet, wenn er durch die Gesellschaft hierzu aufgefordert wird. Jeweils vor der Übernahme eines Amtes oder Mandates wird festgestellt, ob es sich bei dem Amt oder Mandat um eine aufgrund der Stellung in der Gesellschaft übernommene Tätigkeit handelt.

§ 2

Tätigkeitsumfang und Nebenbeschäftigung

Herr Heyden hat seine ganze Arbeitskraft ausschließlich der Gesellschaft zu widmen und deren Interessen und Belange unter Beachtung größter Sorgfalt jederzeit zu wahren und zu fördern. Herr Heyden ist jedoch berechtigt, mit Zustimmung des Aufsichtsrates der Gesellschaft auch für die Diebold Nixdorf, Incorporated und/oder für mit der Diebold Nixdorf, Incorporated verbundene Unternehmen tätig zu werden. In diesem Fall ist Herr Heyden berechtigt, durchschnittlich 75% seiner Arbeitskraft auch für die Diebold Nixdorf, Incorporated zu verwenden.

Während der Dauer des Dienstverhältnisses ist jede entgeltliche selbständige oder unselbständige Nebenbeschäftigung und die Übernahme von Aufsichtsrats-, bzw. Beiratsämtern bei außenstehenden Unternehmen nur mit vorheriger schriftlicher Zustimmung des Vorsitzenden des Aufsichtsrates zulässig. Unentgeltliche Nebenbeschäftigungen und Ämter wird Herr Heyden vor Übernahme dem Vorsitzenden des Aufsichtsrates anzeigen.

Bei Veröffentlichungen und Vorträgen wird Herr Heyden stets die Interessen der Gesellschaft wahren und die Geheimhaltungspflicht beachten.

When ceasing to hold office as Management Board member, Mr. Heyden shall resign from any offices as managing director, supervisory board member or similar functions as well as from any functions in associations that he has assumed as a result of his position in the Company. At the request of the Company, he shall procure that he is replaced by another person specified by the Company. Mr. Heyden shall, at the request of the Company, resign at any time from any offices as managing director, supervisory board member or similar functions and from any honorary offices that he has assumed as a result of his position in the Company. Prior to the assumption of any office, it shall be determined whether such office is a function assumed as a result of the position in the Company.

§ 2

Scope of Work and Secondary Employment

Mr. Heyden shall dedicate his full work capacity exclusively to the Company and shall at any time preserve and promote the Company's interests and concerns with greatest care. Mr. Heyden is, however, authorized, subject to the consent of the Supervisory Board of the Company, to provide services also to Diebold Nixdorf, Incorporated and/or affiliated companies of Diebold Nixdorf, Incorporated. In this case, Mr. Heyden is entitled to devote, on average, approximately 75% of his working capacity also to Diebold Nixdorf Incorporated.

For the term of this Service Agreement, each dependent or independent secondary employment against remuneration as well as the offices as member of a supervisory board or an advisory board in external companies may only be assumed with prior written approval of the chairman of the Supervisory Board. Mr. Heyden shall indicate to the chairman of the Supervisory Board any secondary employment and office without remuneration prior to its assumption.

In publications and presentations Mr. Heyden shall always protect the interests of the Company and comply with the duty of confidentiality.

§ 3
Geheimhaltung, Herausgabe und
Erfindungen

Herr Heyden ist verpflichtet, alle ihm durch seine Tätigkeit zur Kenntnis gelangten vertraulichen Angelegenheiten der Gesellschaft sowie der mit ihr verbundenen Unternehmen und ihrer Geschäftspartner, insbesondere Betriebs- oder Geschäftsgeheimnisse, geheim zu halten. Die Geheimhaltungspflicht besteht nach dem Ausscheiden aus der Gesellschaft fort. Im Rahmen des rechtlich Zulässigen und sofern nicht vom Aufsichtsrat ausdrücklich anders beschlossen und verlangt darf Herr Heyden entsprechende Informationen auch im Rahmen seiner Tätigkeit für die Diebold Nixdorf, Incorporated und/oder für mit der Diebold Nixdorf Incorporated verbundene Unternehmen verwenden und weitergeben.

Herr Heyden ist verpflichtet, alle seine dienstliche Tätigkeit betreffenden Schriftstücke einschließlich seiner eigenen Aufzeichnungen geschäftlicher Art sowie entsprechende Daten als anvertrautes Eigentum der Gesellschaft zu behandeln, sorgfältig unter Verschluss zu halten und bei Beendigung des Dienstverhältnisses unaufgefordert und vollzählig der Gesellschaft auszuhändigen. Ein Zurückbehaltungsrecht besteht insoweit nicht.

Herr Heyden ist verpflichtet, etwaige Erfindungen im Sinne des Gesetzes über Arbeitnehmererfindungen der Gesellschaft unverzüglich schriftlich mitzuteilen. Die Gesellschaft ist berechtigt, innerhalb einer Frist von vier Monaten nach dieser Mitteilung zu erklären, ob und in welchem Umfang sie die Erfindungen in Anspruch nimmt. Für den Fall einer Inanspruchnahme der Erfindung erhält Herr Heyden eine Vergütung in entsprechender Anwendung der Bestimmungen des Gesetzes über Arbeitnehmererfindungen und den hierzu ergangenen Vergütungsrichtlinien.

§ 3
Confidentiality, Return of Material and
Inventions

Mr. Heyden shall keep secret any confidential matters of the Company and of any of its affiliates and business partners, in particular trade and business secrets, that have become known to him as a result of his work. To the extent legally permissible and unless expressly resolved and requested otherwise by the Supervisory Board Mr. Heyden is entitled to use and disclose respective information in connection with its services for Diebold Nixdorf, Incorporated and/or affiliated companies of Diebold Nixdorf, Incorporated.

Mr. Heyden shall treat all documents concerning his duties under this Service Agreement, including his own records of a business nature and related data, as property of the Company that has been entrusted to him, shall keep them carefully under lock and key, and shall, without being requested to do so, return all such documents, records and data to the Company upon termination of this Service Agreement. There shall be no right of retention with regard to such documents, records and data.

Mr. Heyden shall, without undue delay, give written notice to the Company of any inventions within the meaning of the German Act on Employee Inventions (*Gesetz über Arbeitnehmererfindungen*). Within a period of four months as of receipt of such notice, the Company shall be entitled to declare whether and to what extent it claims the inventions. If the Company claims an invention, Mr. Heyden shall receive a compensation in accordance with the German Act on Employee Inventions and the compensation guidelines issued thereunder which apply *mutatis mutandis*.

§ 4

Vergütung, Arbeitsunfähigkeit und Tod

Herr Heyden erhält eine Jahreszielvergütung, die sich aus einer jährlichen festen Vergütung (Fixum) in Höhe von brutto EUR 470.000,-- (in Worten: EURO Vierhundsiebzigtausend), einer kurzfristig variablen Vergütung in Höhe von brutto EUR 470.000,-- (in Worten: EURO Vierhundsiebzigtausend) sowie einer langfristig variablen Vergütung in Höhe von brutto EUR 705.000,-- (in Worten: EURO Siebenhundertfünftausend) wie nachfolgend geregelt zusammensetzt. Das jährliche Festgehalt ist in zwölf gleichen Raten jeweils zum Ende des Kalendermonats zahlbar.

Herr Heyden erhält einen monatlichen Zuschuss in Höhe der jeweiligen Hälfte der Beiträge zu seiner bestehenden Kranken- und Pflegeversicherung sowie der Höhe der jeweiligen Hälfte des Höchstbetrages der gesetzlichen Rentenversicherung. Der Beitrag zur Kranken- und Pflegeversicherung kann maximal die Höhe der Hälfte der gesetzlichen Kranken- und Pflegeversicherung betragen.

Zu Beginn eines jeweiligen Geschäftsjahres bzw., soweit abweichend, eines jeweiligen (maximal einjährigen) Tantiemezeitraums, werden von Herrn Heyden und dem Aufsichtsrat gemeinsam Zielvorgaben für die kurzfristig variable Vergütung gemäß § 4 Abs. (1) definiert. Soweit nicht der Aufsichtsrat abweichendes beschließt, gelten unter Berücksichtigung von § 4 Abs. (4) die Ziele und Zielvorgaben, die die Diebold Nixdorf, Incorporated für die kurzfristig variable Vergütung festgelegt und dem Aufsichtsrat mitgeteilt hat.

Bei voller Erfüllung der vereinbarten Zielvorgaben (100%) gemäß § 4 Abs. (3) oben erhält Herr Heyden die kurzfristig variable Vergütungskomponente (Tantieme) in Höhe von brutto EUR 470.000,-- (in Worten: EURO Vierhundsiebzigtausend).

Die Tantiemezahlung ist nach Feststellung des für die Zielvorgaben relevanten Abschlusses durch den Aufsichtsrat festzusetzen und fällig. Bei Über- oder Unterschreiten der vereinbarten Zielvorgaben richtet sich die Höhe der geschuldeten Tantieme, soweit nicht der Aufsichtsrat ein anderes beschließt, nach den von der Diebold Nixdorf, Incorporated gemäß § 4 Abs. 3 dieses Vorstandsstellungsvertrages mitgeteilten Zielen und Zielvorgaben. Sind nach den Vorgaben die Voraussetzungen für die Zahlung einer Tantieme nicht erfüllt, entscheidet der Aufsichtsrat über eine etwaige Tantieme nach billigem Ermessen.

§ 4

Remuneration, Incapacity for Work and Death

Mr. Heyden shall receive an annual target remuneration which comprises an annual fixed remuneration ("Fixum") in the amount of EUR 470,000.00 (in words: euro four hundred seventy thousand), a short-term variable remuneration in the amount of EUR 470,000.00 (in words: euro four hundred seventy thousand) as well as a long-term variable remuneration in the amount of EUR 705,000.00 (in words: euro seven hundred and five thousand) as set out below. The annual fixed remuneration is payable by twelve equal instalments, in each case to the end of the calendar month.

Mr. Heyden shall receive a monthly subsidy equivalent to the respective half of the contributions to his existing health and long-term care insurance as well as equivalent to the respective half of the maximum amount of the statutory pension insurance. The maximum contribution to the health and long-term care insurance amounts to the equivalent of the half of the contributions to the statutory health and long-term care insurance.

At the beginning of each fiscal year, or, in case deviating, each bonus period (of one year maximum) the Supervisory Board and Mr. Heyden jointly define targets for the short-term variable remuneration set forth in section 4 para (1). Unless resolved otherwise by the Supervisory Board, subject to section 4 para (4) the targets and achievement threshold set and notified to the Supervisory Board by Diebold Nixdorf, Incorporated for the short-term variable remuneration shall apply.

If the targets agreed in accordance with section 4 para 3 above are met in full (100 %), Mr. Heyden shall receive the short-term variable remuneration component (bonus) in the gross amount of EUR 470,000.00 (in words: euro four hundred seventy thousand). The bonus shall be payable upon adoption of the financial statements relevant for the determination of the target achievement. In case of an overrun or shortfall of the agreed targets, the amount of the owed bonus shall, unless resolved otherwise by the Supervisory Board, be determined in accordance with the targets and achievement thresholds notified by Diebold Nixdorf, Incorporated pursuant to section 4 para (3) of this Management Board Member's Service Agreement. If, pursuant to these rules, the prerequisites for a bonus pay-out are not met, the supervisory board decides on a potential bonus in its reasonable discretion.

Die Gesellschaft steht dafür ein, dass die Konzernobergesellschaft Diebold Nixdorf, Incorporated Herrn Heyden als Vergütungskomponente mit langfristiger Anreizwirkung *Restricted Stock Units, Stock Options und Performance Stock Units* gemäß dem „Diebold Nixdorf, Incorporated 1991 Amended and Restated Equity Performance and Incentive Plan“ bzw. ab dem Jahr 2018 nach dem „2017 Equity and Performance Incentive Plan“, sofern dieser von der Hauptversammlung der Diebold Nixdorf, Incorporated beschlossen wird, unter Festsetzung angemessener Erfolgsziele (soweit relevant) gewährt. Anderenfalls wird die Gesellschaft Herrn Heyden im Wege eines entsprechenden Barausgleichs so stellen, als sei die langfristige Vergütungskomponente gemäß vorstehendem Satz 1 dieses § 4 Abs. (5) gewährt worden. Herr Heyden verpflichtet sich, während der Laufzeit dieses Vorstandsanstellungsvertrages die ihm jährlich zugeteilte Vergütungskomponente mit langfristiger Anreizwirkung zu erwerben.

Etwaige Vergütungen, die Herrn Heyden aus Tätigkeiten gemäß § 1 Abs. (7) zufließen, werden auf das Festgehalt nach Abs. (1) angerechnet.

The Company shall ensure that as long-term incentive remuneration component the top-parent company Diebold Nixdorf, Incorporated will restricted stock units, stock options and performance stock units to Mr. Heyden in accordance with the „Diebold Nixdorf, Incorporated 1991 Amended and Restated Equity Performance and Incentive Plan“ and, commencing in the year 2018, in accordance with the „2017 Equity and Performance Incentive Plan“ (if approved by the shareholders meeting of Diebold Nixdorf, Incorporated) with reasonable performance targets, if applicable. Otherwise the Company shall put Mr. Heyden in a position as if long-term variable remuneration had been granted pursuant to the preceding sentence 1 of this sections 4 para (5) by granting Mr. Heyden a respective cash award. During the term of this Management Board Member's Service Agreement, Mr. Heyden shall acquire all long-term variable remuneration components that have been annually allocated to him.

Possible remunerations which Mr. Heyden receives for his activities according to section 1 para. 7 shall be credited against the fixed remuneration according to para. 1.

Mit der vorstehend geregelten Vergütung ist - abgesehen von der Altersversorgungszusage gemäß § 8, den abgeschlossenen Versicherungen gemäß § 7 und der Privatnutzung des Dienstfahrzeuges - die gesamte Tätigkeit von Herrn Heyden für die Gesellschaft und ihre Tochterunternehmen abgegolten. Insbesondere besteht kein Anspruch auf Vergütung von Mehrarbeit. Vergütung, die Herr Heyden auf Basis einer mit der Diebold Nixdorf, Incorporated geschlossenen Anstellungsvereinbarung oder aufgrund einer Vereinbarung mit einem mit der Diebold Nixdorf, Incorporated verbundenen Unternehmen tatsächlich gezahlt bzw. ausgegeben wurde, ist, sofern nicht der Aufsichtsrat abweichendes beschließt, auf die in § 4 Abs. (1) vereinbarte Vergütung mit der Maßgabe anzurechnen, dass ein gewährtes Festgehalt nur auf das in diesem Vertrag vereinbarte Festgehalt, eine kurzfristige variable Vergütung nur auf die in diesem Vertrag vereinbarte kurzfristige variable Vergütung und eine Vergütungskomponente mit langfristiger Anreizwirkung nur auf die in diesem Vertrag vereinbarte langfristige Vergütungskomponente angerechnet wird. Außerordentliche Vergütungs- und Bonuszusagen der Diebold Nixdorf, Incorporated werden nicht auf die Vergütung nach diesem Vorstandsanstellungsvertrag angerechnet.

Im Fall der Arbeitsunfähigkeit, die durch Krankheit oder aus einem anderen von Herrn Heyden nicht zu vertretenden Grund eintritt, erhält Herr Heyden für die Dauer von bis zu 18 Monaten ab Beginn der Arbeitsunfähigkeit, längstens bis zu seinem Ausscheiden aus der Gesellschaft, sein Festgehalt fortgezahlt. Tantiemeansprüche werden für sechs Monate ab Beginn der Erkrankung oder Verhinderung gezahlt, soweit die Ziele erreicht werden.

Nach Ablauf von 18 Monaten ab Beginn der Arbeitsunfähigkeit ist die Gesellschaft berechtigt, das Dienstverhältnis mit Herrn Heyden zum Ende eines jeden Monats unter vorzeitiger Auszahlung des Invalidenkapitals aus der beitragsorientierten Versorgungszusage der Diebold Nixdorf AG (siehe § 8 dieses Vertrages) zu beenden. Herr Heyden wird dabei mindestens so behandelt, als ob eine volle Erwerbsminderung im Sinne von Ziffer 2.2 der einschlägigen Versorgungsordnung vorläge. Der in der Versorgungsordnung geforderte Nachweis der vollen Erwerbsminderung ist somit nicht Anspruchsvoraussetzung. Auch auf die Erfüllung der in der Versorgungsordnung festgelegten Wartezeit kommt es nicht an. Im Übrigen ergeben sich die näheren Auszahlungsmodalitäten aus der Versorgungsordnung.

The remuneration as set out above shall - apart from pension commitment according to section 8, the taken out insurances according to section 7 and the private use of the company car - be deemed to cover the entire work of Mr. Heyden for the Company and its subsidiaries. In particular, there shall be no claim for remuneration with respect to additional work. Remuneration which Mr. Heyden actually receives based on a service agreement entered into with Diebold Nixdorf, Incorporated or an affiliated undertaking, shall, unless the Supervisory Board resolves otherwise, be credited against the remuneration provided for in this Management Board Member's Service Agreement, provided that a granted fixed remuneration shall be credited only against the fixed remuneration set forth in section 4 para (1), a granted short-term remuneration shall be credited only against the short-term variable remuneration as agreed in this Management Board Member's Service Agreement and a long-term variable remuneration shall be credited only against the long-term variable remuneration as agreed in this Management Board Member's Service Agreement. Extraordinary remuneration and bonus awards made or granted by Diebold Nixdorf, Incorporated will not be credited against any remuneration under this Management Board Member's Service Agreement.

In case of incapacity for work caused by illness or by any other reason for which Mr. Heyden is not responsible, Mr. Heyden shall continue to receive his fixed remuneration for a period of up to 18 months as of beginning of the incapacity for work, such term expiring in any event if he leaves the Company. Bonuses shall be paid for a period of six months as of the beginning of illness or unavailability, as far as the targets have been achieved.

After the expiry of a period of 18 months as of the beginning of illness, the Company may terminate this Service Agreement with Mr. Heyden to the end of each calendar month, provided that in case of such termination the disability benefits based on the contribution-defined pension commitment of Diebold Nixdorf AG (confer section 8 of this Service Agreement). In such case, Mr. Heyden shall be treated, as if his earning capacity was fully reduced within the meaning of number 2.2 of the applicable pension scheme. The proof of the total reduction of earning capacity required by the pension scheme shall, therefore, not be a precondition for a claim. The fulfilment of the waiting period provided in pension scheme shall also not be relevant. Apart from that, details on the payment modalities are provided in the pension scheme.

Im Fall des Todes des Herrn Heyden haben seine Witwe und seine minderjährigen Kinder Anspruch auf Fortzahlung der Vergütung für einen Zeitraum von sechs Monaten, beginnend mit dem Ende des Monats, in dem Herr Heyden verstorben ist. Daneben haben sie Anspruch auf anteilige Bonuszahlung, sofern die Voraussetzungen hierfür bis zum Tode des Herrn Heyden *pro rata temporis* erfüllt waren.

§ 5 Urlaub

Herr Heyden hat Anspruch auf bezahlten Jahresurlaub von 30 Arbeitstagen pro Kalenderjahr. Die Urlaubszeit ist im Einvernehmen mit den übrigen Vorstandsmitgliedern abzustimmen. Zur Abdeckung ganztägiger Abwesenheiten stehen Herrn Heyden neben dem Kalenderjahresurlaub je Geschäftsjahr bis zu 5 weitere freie Tage (z. B. zur Abdeckung etwaiger sog. „Brückentage“) zur Verfügung.

Im Rahmen der unternehmerischen Verantwortung kann Herr Heyden unabhängig von einer formellen Beantragung und Genehmigung frei über den jährlichen Urlaub sowie die zusätzlichen fünf freien Tage verfügen. Eine Abwesenheitserfassung ist insofern nicht erforderlich und beschränkt sich auf ganztägige Abwesenheiten wegen Krankheit. Der Kalenderjahresurlaubsanspruch gilt - insbesondere für den Fall des Ausscheidens - als *pro rata temporis* geltend gemacht und erfüllt. Im Falle des Ausscheidens wird dabei auf volle Urlaubstage aufgerundet.

§ 6 Wettbewerbsverbot

Herr Heyden unterliegt dem Wettbewerbsverbot des § 88 AktG. Es ist ihm insbesondere untersagt, ohne vorherige schriftliche Zustimmung des Vorsitzenden des Aufsichtsrates für ein Unternehmen für eigene oder fremde Rechnung tätig zu werden, welches mit der Gesellschaft in Wettbewerb steht oder ein solches Unternehmen zu errichten oder sich hieran zu beteiligen. Die Regelungen in § 2 Abs. (1) dieses Vorstandsstellungsvertrages bleiben unberührt.

§ 7 Versicherungen

Die Gesellschaft schließt folgende Versicherungen ab:

In the event of death of Mr. Heyden, his widow and his minor children are entitled to continued payment of remuneration for a period of six months as of the end of the month in which Mr. Heyden died. Apart from that, they are entitled to bonus payments on a *pro rata* basis, if the requirements for this have been fulfilled *pro rata temporis* until the death of Mr. Heyden.

§ 5 Vacation

Mr. Heyden is entitled to 30 days of annual vacation with pay per calendar year. The timing of the vacation shall be agreed with the other members of the Management Board. To cover full-day absences Mr. Heyden is entitled to 5 further days off per business year in addition to his calendar annual vacation (e.g. to cover possible so called “bridging days”).

Within the scope of his entrepreneurial responsibility, Mr. Heyden may take vacation time at its absolute discretion, regardless of any formal application and approval. Insofar, no absence for vacation needs to be recorded and only full-day absences for sickness shall be recorded. The entitlement to the annual vacation for the calendar year shall be deemed to be claimed and fulfilled *pro rata temporis*, in particular in case of termination. In case of termination, it shall be rounded up to full vacation days.

§ 6 Non-compete Obligation

Mr. Heyden is subject to the non-compete obligation provided in section 88 of the German Stock Corporation Act (*Aktiengesetz - AktG*). He may not, without prior written approval of the chairman of the Supervisory Board, act for another company for its own account or for the account of a third party which competes with the Company or to incorporate or participate in such company. The provisions set forth in section 2 para (1) of this Management Board Member’s Service agreement remain unaffected.

§ 7 Insurances

The Company will take out the following insurances:

Unfallversicherung zugunsten von Herrn Heyden mit Versicherungssummen von EUR 300.000,-- für den Todesfall und bis zu max. EUR 600.000,-- für den Invaliditätsfall (je nach Invaliditätsgrad). Bei Dienstreisen für das außereuropäische Ausland erhöht sich der Versicherungsschutz um EUR 150.000,-- für den Todesfall und um EUR 300.000,-- für den Invaliditätsfall (je nach Invaliditätsgrad).

Im Rahmen der vorbezeichneten Unfallversicherung werden die Ehefrau und die minderjährigen Kinder wie folgt mitversichert:

Ehefrau: Versicherungssummen von EUR 75.000,-- für den Todesfall und bis zu max. EUR 150.000,-- für den Invaliditätsfall (je nach Invaliditätsgrad)

jedes Kind: Versicherungssummen von EUR 25.000,-- für den Todesfall und bis zu max. EUR 150.000,-- für den Invaliditätsfall (je nach Invaliditätsgrad)

Bei Buchung von Flugkarten über die Gesellschaft tritt eine zusätzliche Fluggast-Unfallversicherung über eine Versicherungssumme von EUR 375.000,-- bei Tod oder Invalidität in Kraft.

Die Gesellschaft wird für Herrn Heyden folgende weitere Versicherungen abschließen und für die Dauer der Vorstandstätigkeit unterhalten:

Dienstreise-Unfallversicherung

Auslands-Reisekrankenversicherung

Reisegepäck-Versicherung

Verkehrsrechtsschutz-Versicherung für Dienstreisen

Privathaftpflicht-Versicherung

Eigenständige lokale Directors and Officers-Versicherung der Gesellschaft zur Absicherung gegen Risiken aus der persönlichen Haftung des Vorstandsmitglieds mit einem Selbstbehalt von 10% des Schadens bis zur Höhe des Eineinhalbfachen der festen jährlichen Vergütung des Vorstandsmitglieds; die Gesellschaft verpflichtet sich, den Schutz der vorstehend genannten oder einer dem Umfang und der Höhe nach gleichwertigen eigenständigen und lokalen D&O-Versicherung der Gesellschaft, vor der die gesamte Tätigkeit von Herrn Heyden für die Gesellschaft umfasst ist, für einen Zeitraum von mindestens zehn Jahren nach der Beendigung der Mitgliedschaft im Vorstand der Gesellschaft aufrechtzuerhalten.

Die auf die Versicherungsprämien der vorgenannten Versicherungen anfallende Einkommensteuer trägt Herr Heyden. Bezugsberechtigt sind Herr Heyden bzw. die von ihm schriftlich benannten Personen.

Accident insurance for the benefit of Mr. Heyden with a sum insured of EUR 300,000.00 in case of death and up to EUR 600,000.00 in case of disability (depending on the degree of disability). For business-related travel outside Europe, the insurance coverage is increased by EUR 150,000.00 in case of death and by EUR 300,000.00 in case of disability (depending on the degree of disability).

The aforementioned accident insurance also covers the spouse and the minor children as follows:

Spouse: sum insured of EUR 75,000.00 in case of death and up to 150,000.00 in case of disability (depending on the degree of disability).

Each child: sum insured of EUR 25,000.00 in case of death and up to EUR 150,000.00 in case of disability (depending on the degree of disability)

When flight tickets are booked through the Company, an additional air passenger accident insurance with a sum insured of EUR 375,000.00 in case of death or disability applies.

The Company will implement the following additional insurances for the benefit of Mr. Heyden and will maintain such insurances during the term of the mandate:

Business travel accident insurance

Foreign travel health insurance

Baggage insurance

Motor legal protection insurance for business travel

Private liability insurance

Directors and officers liability insurance to cover risks arising from the personal liability of the Management Board member with a deductible of 10% of the damage up to one and a half times the fixed annual remuneration of the Management Board member; the Company shall ensure that insurance coverage under the aforementioned D&O policy (or another independent and local policy of the Company equivalent in scope and coverage) covering the entire services rendered by Mr. Heyden for the Company shall be maintained for a period of not less than ten years following any termination of the membership in the Management Board.

The income tax on the insurance premiums for the aforementioned insurances shall be borne by Mr. Heyden. The beneficiaries of the aforementioned insurances are Mr. Heyden and the persons specified by him in writing.

§ 8

Betriebliche Altersversorgung

Gemäß der jeweils in der Wincor Nixdorf International GmbH geltenden Versorgungsrichtlinie, welche auch für die Diebold Nixdorf AG gilt, erhält Herr Heyden Leistungen der betrieblichen Altersversorgung. Die wesentlichen Regelungsinhalte der aktuell geltenden Versorgungsrichtlinie 2006 vom 22.06.2006 sind in einem Merkblatt zur betrieblichen Altersversorgung in der Wincor Nixdorf International GmbH zusammengefasst (**Anlage 3**). Herr Heyden erhält für jedes volle Beschäftigungsjahr einen Versorgungsbeitrag in Höhe von EUR 50.000,--.

§ 9

Aufhebung bisheriger Vertragsverhältnisse / Dauer und Beendigung des Dienstverhältnisses

Dieser befristete Vorstandsanstellungsvertrag läuft ab dem Zeitpunkt der Bestellung zum Vorstand der Gesellschaft für drei Jahre und kann während dieses Zeitraumes nicht ordentlich gekündigt werden. Er endet mit Ablauf des Drei-Jahreszeitraums, ohne dass es einer Kündigung bedarf.

Der Vorstandsanstellungsvertrag kann in beiderseitigem Einvernehmen im Rahmen der gesetzlich zulässigen Zeitdauer verlängert werden. Hierzu bedarf es eines Aufsichtsratsbeschlusses über die Verlängerung der Bestellung zum Vorstandsmitglied, der frühestens ein Jahr, spätestens aber sechs Monate vor Ablauf der bisherigen Amtszeit gefasst werden soll. Soweit im Fall der Verlängerung nicht ausdrücklich etwas anderes vereinbart wird, gelten die zuletzt schriftlich niedergelegten Vertragsinhalte weiter.

Dieser Vorstandsanstellungsvertrag kann jederzeit auch ohne Einhaltung einer Frist außerordentlich aus wichtigem Grund gekündigt werden. Wichtiger Grund ist eine schwere Verletzung vertraglicher Pflichten durch die andere Vertragspartei.

Jede Kündigung bedarf zu ihrer Wirksamkeit der Schriftform. Eine Kündigung durch Herrn Heyden bedarf des Zugangs gegenüber dem Vorsitzenden des Aufsichtsrates.

§ 8

Company Pension Scheme

In accordance with the pension directive of Wincor Nixdorf International GmbH, as applicable from time to time, which is also applicable for Diebold Nixdorf AG, Mr. Heyden shall be entitled to benefits under the company pension scheme. The substantial contents of the pension directive 2006 dated June 22, 2006 which is currently applicable are summarized in a leaflet regarding the company pension scheme at Wincor Nixdorf International GmbH (**Annex 3**). Mr. Heyden shall receive a benefit contribution in the amount of EUR 50,000.00 for each completed year of employment.

§ 9

Termination of Previous Employments / Term and Termination of this Service Agreement

This fixed-term Management Board Member's Service Agreement shall be effective as from the time of appointment as member of the Management Board of the Company for a period of three years and cannot be ordinarily terminated during this period. It terminates automatically upon expiry of the three-year period without a termination notice being required.

The term of the Management Board Member's Service Agreement may be extended by mutual agreement between the parties up to the maximum term permitted by law. Such extension requires a resolution of the Supervisory Board on the extension of the appointment as Management Board member which shall be adopted not earlier than one year but not later than six months prior to the expiry of the previous term of office. In case of an extension, unless expressly agreed otherwise, the terms previously agreed in writing shall continue to apply.

This Management Board Member's Service Agreement may be terminated for cause at any time without giving prior notice. A termination for cause shall be possible in case of a severe violation of contractual duties by the other party.

Each termination must be in writing in order to be effective. A termination by Mr. Heyden requires receipt of termination by the chairman of the Supervisory Board.

Für den Fall der Kündigung, der Amtsniederlegung, der Abberufung sowie einer einvernehmlichen Beendigung dieses Vorstandsanstellungsvertrages gilt hinsichtlich der Vergütung Folgendes:

Soweit Herr Heyden sein Amt ohne wichtigen Grund niederlegt, erhält er ab dem Zeitpunkt des Wirksamwerdens der Niederlegung bis zum Vertragsende kein Festgehalt (Fixum) und auch keine variable Vergütung mehr, das heißt weder eine Tantieme (= kurzfristig variabler Vergütungsbestandteil) noch eine Aktienbezogene Vergütung (= langfristig variabler Vergütungsbestandteil). Langfristig variable Vergütungen, die an Herrn Heyden vor der Amtsniederlegung ausgegeben worden sind, können jedoch zum Ende einer etwaigen Haltefrist noch ausgeübt werden, sofern die übrigen Ausübungsvoraussetzungen vorliegen. In Bezug auf langfristige variable Vergütungen, die an Herrn Heyden vor der Amtsniederlegung für den Zeitraum ab dem Jahre 2017 ausgegeben worden sind, gelten die Regelungen des „Diebold Nixdorf, Incorporated 1991 Amended and Restated Equity Performance and Incentive Plan“ bzw. des „2017 Equity and Performance Incentive Plan“.

Soweit Herr Heyden sein Amt aus wichtigem Grund entsprechend § 626 BGB niederlegt, erhält er ab diesem Zeitpunkt bis zum Vertragsende als Vergütung sein bisheriges Festgehalt (Fixum) ohne variable Vergütung. Langfristig variable Vergütungen, die an Herrn Heyden vor der Amtsniederlegung ausgegeben worden sind, können jedoch zum Ende einer etwaigen Haltefrist noch ausgeübt werden, sofern die übrigen Ausübungsvoraussetzungen vorliegen. In Bezug auf langfristige variable Vergütungen, die an Herrn Heyden vor der Amtsniederlegung für den Zeitraum ab dem Jahre 2017 ausgegeben worden sind, gelten die Regelungen des „Diebold Nixdorf, Incorporated 1991 Amended and Restated Equity Performance and Incentive Plan“ bzw. des „2017 Equity and Performance Incentive Plan“.

In the event of the unilaterally declared termination, resignation, revocation as well as in the event of a mutually agreed termination of this Management Board Member's Service Agreement the following shall apply with respect to the remuneration:

if Mr. Heyden resigns from his office without cause, he shall as from the effectiveness of the resignation until the expiry of this Service Agreement neither receive a fixed remuneration ("Fixum") nor a variable remuneration, i.e. neither a bonus (= short-term variable remuneration component) nor a stock related remuneration (= long-term variable remuneration component). Long-term variable remunerations which have been issued to Mr. Heyden prior to the resignation can, however, be exercised at the end of a potential lock-up period if the other vesting requirements are fulfilled. In relation to any long-term remuneration that has been awarded to Mr. Heyden prior to his resignation and in relation to periods commencing 2017, the rules set forth in the „Diebold Nixdorf, Incorporated 1991 Amended and Restated Equity Performance and Incentive Plan“ or, if applicable, in the „2017 Equity and Performance Incentive Plan“ shall apply.

if Mr. Heyden resigns from his office for cause according to section 626 of the German Civil Code (*Bürgerliches Gesetzbuch - BGB*), he shall as from the termination until to the expiry of this Service Agreement receive as remuneration his previous fixed remuneration ("Fixum") without variable remuneration. Long-term variable remunerations which have been issued to Mr. Heyden prior to the resignation can, however, be exercised at the end of a potential lock-up period if the other vesting requirements are fulfilled. In relation to any long-term remuneration that has been awarded to Mr. Heyden prior to his resignation and in relation to periods commencing 2017, the rules set forth in the „Diebold Nixdorf, Incorporated 1991 Amended and Restated Equity Performance and Incentive Plan“ or, if applicable, in the „2017 Equity and Performance Incentive Plan“ shall apply.

Wird dieser Vertrag von der Gesellschaft aus wichtigem Grund i.S.d. § 626 BGB mit oder ohne Auslauffrist gekündigt, erhält Herr Heyden für das laufende Geschäftsjahr sowie für die etwaige Auslauffrist keine variable Vergütung mehr.

if this Service Agreement is terminated by the Company for cause within the meaning of section 626 German Civil Code (*Bürgerliches Gesetzbuch - BGB*), either with or without phasing-out period, Mr. Heyden shall not receive a variable remuneration for the current business year and for a possible phasing-out period.

Für den Fall (i) der vorzeitigen Beendigung der Vorstandstätigkeit durch Widerruf der Bestellung ohne einen von Herrn Heyden zu vertretenden wichtigen Grund im Sinne des § 626 BGB, der die Gesellschaft zur Kündigung des Vorstandsanstellungsvertrages berechtigen würde, (ii) dass Herr Heyden als Mitglied des sog. Executive Committee der Diebold Nixdorf, Incorporated ohne wichtigen Grund abberufen wird, (iii) dass Herr Heyden seine Mitgliedschaft im Executive Committee auf Wunsch der Diebold Nixdorf, Incorporated beendet, (iv) dass seine Aufgaben als Mitglied des Executive Committee der Diebold Nixdorf, Incorporated ohne seine Zustimmung im Vergleich zu den durch Schreiben der Diebold Nixdorf, Incorporated vom 30.03.2017 festgelegten Aufgaben wesentlich geändert werden, und (v) im Falle einer einvernehmlichen Aufhebung dieses Vorstandsanstellungsvertrages, steht die Gesellschaft dafür ein, dass Herr Heyden - in den vorstehend unter (ii) bis (iv) genannten Fällen nur sofern er sein Vorstandsamt während der Laufzeit der Zusammenschlussvereinbarung vom 23. November 2015 niederlegt - eine einmalige Abfindung gemäß den Vorgaben des Senior Leadership Severance Plan der Diebold Nixdorf, Incorporated in der im Januar 2017 jeweils geltenden Fassung (SLSP) erhält, im Falle eines Ausscheidens bis zum 31. März 2018 jedoch mindestens eine Abfindung gemäß nachfolgenden Regelungen.

in the event of (i) a premature termination of the Management Board mandate by way of a revocation of the appointment without cause within the meaning of section 626 German Civil Code (*Bürgerliches Gesetzbuch - BGB*) for which Mr. Heyden is responsible and which would entitle the Company to terminate this Management Board Member's Service Agreement, (ii) Mr. Heyden being revoked as member of the so-called Executive Committee of Diebold Nixdorf, Incorporated without good reason, (iii) Mr. Heyden terminating his membership in the Executive Committee at the request of Diebold Nixdorf, Incorporated, (iv) a substantial change of his responsibilities as member of the Executive Committee of Diebold Nixdorf, Incorporated in comparison to the responsibilities provided for in the letter of Diebold Nixdorf, Incorporated dated March 30, 2017 without his consent and (v) in the event of a mutually agreed termination of this Management Board Member's Service Agreement, the Company will ensure that Mr. Heyden shall receive - in the cases referred to above under (ii) through (iv) only if he resigns from office during the term of the business combination agreement dated November 23, 2015 - a one-time severance payment in accordance with the provisions of the Senior Leadership Severance Plan of Diebold Nixdorf, Incorporated as existent in January 2017 and as amended from time to time, provided, however, that in case of termination before March 31, 2018, a minimum severance shall be paid in accordance with the following provisions.

Herr Heyden enthält im Falle eines Ausscheidens bis zum 31. März 2018 als Abfindung mindestens das Zweifache der Summe aus dem Jahresfestgehalt gemäß § 4 Abs. 1, der jährlichen Zuschüsse gemäß § 4 Abs. 2, Versicherungsentgelte gemäß § 7, des Jahresbeitrages für die betriebliche Altersversorgung gemäß § 8 sowie des jährlichen geldwerten Vorteils aus der Nutzung des Firmenwagens gemäß § 11 des Vorstandsanstellungsvertrages sowie das 1,5-fache der kurzfristig und der langfristig variablen Vergütung gemäß § 4 Abs. 1 dieses Vorstandsanstellungsvertrages. Für die Zwecke der Berechnung der Abfindung ist die am 1. April 2017 geltende Fassung dieses Vorstandsanstellungsvertrages maßgeblich.

Der gemäß vorstehendem Absatz bis zum 31. März 2018 vereinbarte Mindestbetrag der Abfindung ist grundsätzlich auf die Abgeltung der Restlaufzeit dieses Vorstandsanstellungsvertrages begrenzt. Beträgt zum Zeitpunkt der Aufhebung im Sinne des § 9 Abs. 5, Ziffer d) des Vorstandsanstellungsvertrages die Restlaufzeit desselben weniger als 2 Jahre, wird die Abfindung zeitanteilig berechnet. Es gilt die Regelung in Ziffer 4.2.3 Abs. 4 des Deutschen Corporate Governance Kodex. Diese Begrenzung der Abfindung auf die Restlaufzeit findet nicht statt, wenn sich die Höhe der Abfindung nach den Vorgaben des Senior Leadership Severance Plan der Diebold Nixdorf, Incorporated bestimmt.

Langfristig variable Vergütungen, die an Herrn Heyden vor der Beendigung seines Vorstandsanstellungsvertrages ausgegeben worden sind, verfallen nicht sondern können zum Ende einer etwaigen Haltefrist ausgeübt werden, sofern die übrigen Ausübungsvoraussetzungen vorliegen. In Bezug auf langfristige variable Vergütungen, die an Herrn Heyden vor der Beendigung des Vorstandsanstellungsvertrages für den Zeitraum ab dem Jahre 2017 ausgegeben worden sind, gelten die Regelungen des „Diebold Nixdorf, Incorporated 1991 Amended and Restated Equity Performance and Incentive Plan“ bzw. des „2017 Equity and Performance Incentive Plan“.

In case of a termination before March 31, 2018, Mr. Heyden shall receive as severance payment at minimum twice the total of the annual fixed remuneration according to section 4 para. 1, the annual subsidy according to section 4 para. 2, insurance premiums according to section 7, the annual contribution to the company pension scheme according to section 8 as well as the annual monetary benefits relating to the use of the company car according to section 11 of this Management Board Member's Service Agreement as well as one and a half of the short-term and long-term variable remuneration according to section 4 para. 1 of this Management Board Member's Service Agreement. For the purpose of calculating this severance, the Management Board Member's Service Agreement as existent on April 1, 2017 shall be decisive.

The minimum severance payment agreed to be paid until March 31, 2018 pursuant to the preceding paragraph shall be limited to the compensation for the remaining term. If, at the time of the termination within the meaning of section 9 para. 5 lit. d) of this Management Board Member's Service Agreement, the remaining term is less than 2 years, the severance payment will be calculated *pro rata temporis*. The provision in section 4.2.3 para. 4 of the German Corporate Governance Codex (*Deutscher Corporate Governance Kodex*) shall apply. In case the severance is to be determined in accordance with the Senior Leadership Severance Plan of Diebold Nixdorf, Incorporated, the severance will not be limited to the compensation of the remainder of the term.

Long-term variable remunerations which have been granted to Mr. Heyden prior to the termination of his Management Board Member's Service Agreement do not lapse but may be exercised at the end of any potential lock-up period if the other vesting requirements are fulfilled. In relation to any long-term remuneration that has been awarded to Mr. Heyden prior to the termination of this Management Board Member's Service Agreement and in relation to periods commencing 2017, the rules set forth in the „Diebold Nixdorf, Incorporated 1991 Amended and Restated Equity Performance and Incentive Plan“ or, if applicable, in the „2017 Equity and Performance Incentive Plan“ shall apply.

Im Fall des Widerrufs der Bestellung sowie der Amtsniederlegung gemäß vorstehendem § 9 Abs. (5) d) ist Herr Heyden berechtigt, diesen Vorstandsanstellungsvertrag außerordentlich fristlos zu kündigen und die gemäß diesem § 9 Abs. (5) d) vorgesehene Abfindung zu erhalten.

Bei einem auf das Geschäftsjahr bezogenen unterjährigen Ausscheiden werden die Vergütungsansprüche unter Berücksichtigung der vorstehenden Absätze zeitanteilig gewährt.

Im Falle einer vorzeitigen Beendigung des Vorstandsamtes ist die Gesellschaft berechtigt, Herrn Heyden unter Berücksichtigung der vorstehenden Regelungen für eine etwaig verbleibende Restlaufzeit dieses Vorstandsanstellungsvertrages von der Pflicht zur Arbeitsleistung freizustellen.

Die Beendigung des Dienstverhältnisses oder eine Freistellung hat keine Auswirkung auf die nach diesem Vertrag fortbestehenden Verpflichtungen des Herrn Heyden.

Dieser Vorstandsanstellungsvertrag endet spätestens zum Ende des Monats, in dem Herr Heyden das 68. Lebensjahr vollendet.

§ 10 Auslagen

Reisekosten und sonstige Auslagen werden Herrn Heyden im Rahmen der steuerlich zulässigen Höchstbeträge vergütet. Im Einzelfall werden höhere Beträge gegen Nachweis erstattet. Die Reisekostenrichtlinie für Leitende Angestellte der Wincor Nixdorf International GmbH - welche ebenfalls in der Diebold Nixdorf AG Anwendung findet - gilt auch für Herrn Heyden.

§ 11 Dienstfahrzeug

Herr Heyden hat Anspruch auf ein Dienstfahrzeug der oberen Mittelklasse zur geschäftlichen und privaten Nutzung. Die Firmenwagenregelung für Mitglieder des Diebold Nixdorf Executive Boards kommt zur Anwendung (**Anlage 4**). Die private Nutzung unterliegt den anwendbaren steuerlichen Vorschriften.

Mit Beendigung dieses Vorstandsanstellungsvertrages ist das Dienstfahrzeug an die Gesellschaft herauszugeben.

In the event of the revocation of the appointment and in the event of the resignation from office as set forth above under section 9 para (5) d), Mr. Heyden is entitled to terminate this Management Board Member's Service Agreement for cause without giving prior notice and is entitled to the severance as set forth in this section 9 para (5) d).

In case of an intra-year termination with regard to the business year, remuneration entitlements will be granted *pro rata temporis* in consideration of the preceding paragraphs.

In case of a premature termination of the office as member of the Management Board, the Company may, taking into account the preceding provisions, release Mr. Heyden from its duties to perform services for any potential remainder of a term of this Management Board Member's Service Agreement.

The termination of this Service Agreement or a release from services has no effect on the continuing obligations of Mr. Heyden set forth in this Service Agreement.

This Management Board Member's Service Agreement shall, at the latest, expire at the end of the month in which Mr. Heyden completes his 68th year of life.

§ 10 Expenses

Any travel and other expenses shall be reimbursed to Mr. Heyden up to the maximum amounts permitted for tax purposes. In the individual case, higher amounts may be reimbursed upon presentation of receipts. The business travel expenses policy for executives of Wincor Nixdorf International GmbH - which also applies at Diebold Nixdorf AG - also applies to Mr. Heyden.

§ 11 Company Car

Mr. Heyden is entitled to an upper mid-range company car for business and private use. The company car policy for members of the Diebold Nixdorf Executive Board is applicable. The private use is subject to the applicable tax provisions.

Upon termination of this Management Board Member's Service Agreement the company car has to be returned to the Company.

§ 12 Schlussbestimmungen

Änderungen, Ergänzungen und die Aufhebung dieses Vertrages bedürfen der Schriftform; auf die Schriftform kann nur schriftlich verzichtet werden.

Sofern im Rahmen der Beschäftigungsbedingungen für Mitarbeiter des Leitungskreises Vergünstigungen zuerkannt sind oder werden, die in diesem Vertrag nicht ausdrücklich geregelt sind, gelten diese Vergünstigungen während ihrer zeitlichen Geltung im Leitungskreis entsprechend auch für das Vorstandsmitglied als vereinbart.

Sollten einzelne Bestimmungen des Vertrages ganz oder teilweise ungültig oder undurchführbar sein oder ihre Rechtsgültigkeit später verliefen, bleibt der Vertrag im Übrigen gültig. Anstelle der unwirksamen oder undurchführbaren Bestimmung soll, soweit rechtlich zulässig, eine andere angemessene Regelung gelten, die wirtschaftlich dem am nächsten kommt, was die Vertragspartner gewollt haben oder gewollt haben würden, wenn sie die Unwirksamkeit oder Undurchführbarkeit der Regelung bedacht hätten.

Als ausschließlicher Gerichtsstand für alle Streitigkeiten aus diesem Vertrag wird, soweit gesetzlich zulässig, der Sitz der Gesellschaft vereinbart. Dieser Vertrag unterliegt dem Recht der Bundesrepublik Deutschland.

Nur die deutsche Fassung dieses Vertrages ist maßgeblich und verbindlich.

Paderborn, den / this _____ 2017

—

Vorsitzender des Aufsichtsrates der /
chairman of the supervisory board of
Diebold Nixdorf AG

§ 12 Miscellaneous

Any amendments and additions to as well as the rescission of this Agreement shall be made in writing; this written form requirement may only be waived in writing.

If any benefits have or will be granted in the terms of employment for the employees of the management group (*Leitungskreis*) which are not expressly provided in this Service Agreement, such benefits shall be deemed to be agreed with the Management Board member for the period during which they apply in the management group (*Leitungskreis*).

Should any provisions of this Agreement be invalid or unenforceable in whole or in part or become invalid, the validity and enforceability of the remaining provisions of this Agreement shall not be affected. The invalid or unenforceable provision shall be deemed replaced, to the extent permitted by law, by another appropriate provision as comes closest to the economic result that the parties intended or would have intended had they been aware of the invalidity or unenforceability of the provision.

The exclusive place of jurisdiction for all disputes arising out of this Agreement shall be, to the extent permitted by law, the location of the Company's registered office. This Agreement shall be governed by the laws of the Federal Republic of Germany.

Only the German Version of this agreement shall be authoritative and binding.

Paderborn, den / this _____ 2017

—

Olaf Heyden

Änderung zum Vorstandsanstellungsvertrag

Zwischen

der Diebold Nixdorf AG, Heinz-Nixdorf-Ring 1, 33106 Paderborn, vertreten durch den Aufsichtsrat, dieser vertreten durch seinen Vorsitzenden **Herrn Dr. Alexander Dibelius**

- im Folgenden „Gesellschaft“ genannt - und

Herrn Dr. Ulrich Näher, wohnhaft
Brunhildenstr. 8, 80639 München

Präambel

Herr Dr. Ulrich Näher ist durch Beschluss des Aufsichtsrats der Diebold Nixdorf AG vom 14.12.2006 für die Zeit vom 01.03.2007 bis zum 28.02.2019 zum ordentlichen Mitglied des Vorstandes der Gesellschaft bestellt worden. Die Gesellschaft und Herr Dr. Näher haben einen Vorstandsanstellungsvertrag am 15.12.2006 abgeschlossen. Durch Beschluss des Aufsichtsrats vom 27.04.2010 wurde der Vertrag ersetzt. Durch Beschluss des Aufsichtsrats vom 27.07.2011 ist Herr Dr. Näher erneut für die Zeit vom 01.03.2012 bis zum 28.02.2017 und durch Beschluss des Aufsichtsrats vom 03.03.2016 erneut für die Zeit vom **01.03.2016** bis zum **28.02.2019** zum ordentlichen Mitglied des Vorstandes der Gesellschaft bestellt worden.

Amendment to Management Board Member's Service Agreement

Between

Diebold Nixdorf AG, Heinz-Nixdorf-Ring 1, 33106 Paderborn, represented by the supervisory board, in turn represented by its chairman, **Dr. Alexander Dibelius**

- hereinafter referred to as "Company" - and

Dr. Ulrich Näher, residing in
Brunhildenstr. 8, 80639 München

Preamble

By resolution of the Supervisory Board of Diebold Nixdorf AG dated December 14, 2006, Dr. Ulrich Näher was appointed as regular member of the Management Board (*Vorstand*) of the Company for a term commencing on March 1, 2007 and ending on February 28, 2012. On December 15, 2006, the Company and Dr. Näher entered into a Management Board Member's Service Agreement. By resolution of the Supervisory Board dated April 27, 2010, this agreement was replaced. By resolution of the Supervisory Board dated July 27, 2011, Dr. Näher was appointed again as regular member of the Management Board of the Company for a term commencing on March 1, 2012 and ending on February 28, 2017, and by resolution of the Supervisory Board dated March 3, 2016, again for a term commencing on **March 1, 2016** and ending on **February 28, 2019**.

§ 1 Aufgabenbereich und Pflichten

Herr Dr. Näher ist gemeinsam mit den anderen Vorstandsmitgliedern zur Führung der Geschäfte der Gesellschaft und der dazugehörigen Tochtergesellschaften nach Maßgabe der gesetzlichen Bestimmungen, der Satzung, etwaiger Weisungen unter dem Beherrschungs- und Gewinnabführungsvertrag mit der Diebold Holding Germany Inc. & Co. KGaA, der vom Aufsichtsrat erlassenen Geschäftsordnung für den Vorstand und seiner Beschlüsse - soweit aktienrechtlich zulässig - in den jeweils geltenden Fassungen nach bestem Wissen und Können berechtigt und verpflichtet.

Die Abgrenzung der Gesamtverantwortung für die Gesellschaft und der speziellen Ressortverantwortung ergibt sich aus der Geschäftsordnung für den Vorstand und dem jeweils gültigen Organisationsplan des Unternehmens.

Herr Dr. Näher trägt über die ihm übertragene Stellung als Vorsitzender des Vorstands hinaus die Mitverantwortung für die Belange des ganzen Unternehmens.

Es besteht Einverständnis darüber, dass die Geschäftsordnung für den Vorstand und der Organisationsplan nach den Unternehmenserfordernissen geändert werden können, ohne dass davon die übrigen vertraglichen Regelungen berührt werden. Der Stellung von Herrn Dr. Näher ist dabei angemessen Rechnung zu tragen.

Die Vorstandsmitglieder informieren sich regelmäßig über die jeweiligen Ressortangelegenheiten.

Herr Dr. Näher vertritt die Gesellschaft gemeinsam mit einem Vorstandsmitglied oder einem Prokuristen der Gesellschaft.

Herr Dr. Näher wird nach Aufforderung durch die Gesellschaft bei Unternehmen, an denen die Gesellschaft unmittelbar oder mittelbar beteiligt ist, neben den bereits ausgeübten Ämtern weitere Ämter als Geschäftsführer, Mitglied des Aufsichtsrates oder ähnliche Funktionen sowie Funktionen in Vereinigungen, denen die Gesellschaft angehört, übernehmen.

§ 1 Responsibilities and Duties

Dr. Näher shall have the right and duty to conduct the business of the Company and its subsidiaries jointly with the other members of the Management Board according to his best knowledge and skill and in accordance with the statutory provisions, potential directions issued under the domination and profit and loss transfer agreement with Diebold Holding Germany Inc. & Co. KGaA, the Articles of Association, the Rules of Procedure (*Geschäftsordnung*) of the Management Board adopted by the Supervisory Board and its resolutions - to the extent permitted under stock corporation law, each as amended from time to time.

The distinction between the joint responsibility for the Company and the individual responsibility for a specific area of responsibility is determined in the Rules of Procedure of the Management Board and the organization plan of the Company as applicable from time to time.

Besides his responsibility as chairman of the Management Board, Dr. Näher is also jointly responsible for the concerns of the entire Company.

The parties agree that the Rules of Procedure of the Management Board and the organization plan may be amended if this is required for business reasons. Such amendments will not affect the other provisions of this Agreement and shall be made with due regard to the position of Dr. Näher.

The members of the Management Board shall keep themselves informed about any matters concerning the respective areas of responsibility on a regular basis.

Dr. Näher shall represent the Company jointly with another member of the Management Board or a holder of a general commercial power of attorney (*Prokurist*) of the Company.

Dr. Näher shall, at the request of the Company, assume, in addition to the offices already held by him, further offices as managing director, member of the supervisory board or similar functions in companies in which the Company holds a direct or indirect interest, as well as functions in associations in which the Company is a member.

Bei seinem Ausscheiden aus dem Vorstandsamt hat Herr Dr. Näher die aufgrund seiner Stellung in der Gesellschaft übernommenen Geschäftsführerämter, Aufsichtsratsmandate oder ähnliche Funktionen sowie Funktionen in Vereinigungen zur Verfügung zu stellen. Auf Wunsch der Gesellschaft hat er sich dafür einzusetzen, dass eine andere von der Gesellschaft genannte Person an seine Stelle tritt. Herr Dr. Näher ist jederzeit zur Niederlegung eines aufgrund seiner Stellung in der Gesellschaft übernommenen Geschäftsführeramtes, Aufsichtsratsmandates oder ähnlicher Funktionen sowie Ehrenämter verpflichtet, wenn er durch die Gesellschaft hierzu aufgefordert wird. Jeweils vor der Übernahme eines Amtes oder Mandates wird festgestellt, ob es sich bei dem Amt oder Mandat um eine aufgrund der Stellung in der Gesellschaft übernommene Tätigkeit handelt.

§ 2

Tätigkeitsumfang und Nebenbeschäftigung

Herr Dr. Näher hat seine ganze Arbeitskraft ausschließlich der Gesellschaft zu widmen und deren Interessen und Belange unter Beachtung größter Sorgfalt jederzeit zu wahren und zu fördern. Herr Dr. Näher ist jedoch berechtigt, mit Zustimmung des Aufsichtsrates der Gesellschaft auch für die Diebold Nixdorf, Incorporated und/oder für mit der Diebold Nixdorf, Incorporated verbundene Unternehmen tätig zu werden. In diesem Fall ist Herr Dr. Näher berechtigt, durchschnittlich 75% seiner Arbeitskraft auch für die Diebold Nixdorf, Incorporated zu verwenden.

Während der Dauer des Dienstverhältnisses ist jede entgeltliche selbständige oder unselbständige Nebenbeschäftigung und die Übernahme von Aufsichtsrats-, bzw. Beiratsämtern bei außenstehenden Unternehmen nur mit vorheriger schriftlicher Zustimmung des Vorsitzenden des Aufsichtsrates zulässig. Unentgeltliche Nebenbeschäftigungen und Ämter wird Herr Dr. Näher vor Übernahme dem Vorsitzenden des Aufsichtsrates anzeigen.

Bei Veröffentlichungen und Vorträgen wird Herr Dr. Näher stets die Interessen der Gesellschaft wahren und die Geheimhaltungspflicht beachten.

When ceasing to hold office as Management Board member, Dr. Näher shall resign from any offices as managing director, supervisory board member or similar functions as well as from any functions in associations that he has assumed as a result of his position in the Company. At the request of the Company, he shall procure that he is replaced by another person specified by the Company. Dr. Näher shall, at the request of the Company, resign at any time from any offices as managing director, supervisory board member or similar functions and from any honorary offices that he has assumed as a result of his position in the Company. Prior to the assumption of any office, it shall be determined whether such office is a function assumed as a result of the position in the Company.

§ 2

Scope of Work and Secondary Employment

Dr. Näher shall dedicate his full work capacity exclusively to the Company and shall at any time preserve and promote the Company's interests and concerns with greatest care. Dr. Näher is, however, authorized, subject to the consent of the Supervisory Board of the Company, to provide services also to Diebold Nixdorf, Incorporated and/or affiliated companies of Diebold Nixdorf, Incorporated. In this case, Dr. Näher is entitled to devote, on average, approximately 75% of his working capacity also to Diebold Nixdorf Incorporated.

For the term of this Service Agreement, each dependent or independent secondary employment against remuneration as well as the offices as member of a supervisory board or an advisory board in external companies may only be assumed with prior written approval of the chairman of the Supervisory Board. Dr. Näher shall indicate to the chairman of the Supervisory Board any secondary employment and office without remuneration prior to its assumption.

In publications and presentations Dr. Näher shall always protect the interests of the Company and comply with the duty of confidentiality.

§ 3
Geheimhaltung, Herausgabe und
Erfindungen

Herr Dr. Näher ist verpflichtet, alle ihm durch seine Tätigkeit zur Kenntnis gelangten vertraulichen Angelegenheiten der Gesellschaft sowie der mit ihr verbundenen Unternehmen und ihrer Geschäftspartner, insbesondere Betriebs- oder Geschäftsgeheimnisse, geheim zu halten. Die Geheimhaltungspflicht besteht nach dem Ausscheiden aus der Gesellschaft fort. Im Rahmen des rechtlich Zulässigen und sofern nicht vom Aufsichtsrat ausdrücklich anders beschlossen und verlangt darf Herr Dr. Näher entsprechende Informationen auch im Rahmen seiner Tätigkeit für die Diebold Nixdorf, Incorporated und/oder für mit der Diebold Nixdorf Incorporated verbundene Unternehmen verwenden und weitergeben.

Herr Dr. Näher ist verpflichtet, alle seine dienstliche Tätigkeit betreffenden Schriftstücke einschließlich seiner eigenen Aufzeichnungen geschäftlicher Art sowie entsprechende Daten als anvertrautes Eigentum der Gesellschaft zu behandeln, sorgfältig unter Verschluss zu halten und bei Beendigung des Dienstverhältnisses unaufgefordert und vollzählig der Gesellschaft auszuhändigen. Ein Zurückbehaltungsrecht besteht insoweit nicht.

Herr Dr. Näher ist verpflichtet, etwaige Erfindungen im Sinne des Gesetzes über Arbeitnehmererfindungen der Gesellschaft unverzüglich schriftlich mitzuteilen. Die Gesellschaft ist berechtigt, innerhalb einer Frist von vier Monaten nach dieser Mitteilung zu erklären, ob und in welchem Umfang sie die Erfindungen in Anspruch nimmt. Für den Fall einer Inanspruchnahme der Erfindung erhält Herr Dr. Näher eine Vergütung in entsprechender Anwendung der Bestimmungen des Gesetzes über Arbeitnehmererfindungen und den hierzu ergangenen Vergütungsrichtlinien.

§ 3
Confidentiality, Return of Material and
Inventions

Dr. Näher shall keep secret any confidential matters of the Company and of any of its affiliates and business partners, in particular trade and business secrets, that have become known to him as a result of his work. To the extent legally permissible and unless expressly resolved and requested otherwise by the Supervisory Board Dr. Näher is entitled to use and disclose respective information in connection with its services for Diebold Nixdorf, Incorporated and/or affiliated companies of Diebold Nixdorf, Incorporated.

Dr. Näher shall treat all documents concerning his duties under this Service Agreement, including his own records of a business nature and related data, as property of the Company that has been entrusted to him, shall keep them carefully under lock and key, and shall, without being requested to do so, return all such documents, records and data to the Company upon termination of this Service Agreement. There shall be no right of retention with regard to such documents, records and data.

Dr. Näher shall, without undue delay, give written notice to the Company of any inventions within the meaning of the German Act on Employee Inventions (*Gesetz über Arbeitnehmererfindungen*). Within a period of four months as of receipt of such notice, the Company shall be entitled to declare whether and to what extent it claims the inventions. If the Company claims an invention, Dr. Näher shall receive a compensation in accordance with the German Act on Employee Inventions and the compensation guidelines issued thereunder which apply *mutatis mutandis*.

§ 4

Vergütung, Arbeitsunfähigkeit und Tod

Herr Dr. Näher erhält eine Jahreszielvergütung, die sich aus einer jährlichen festen Vergütung (Fixum) in Höhe von brutto EUR 470.000,-- (in Worten: EURO Vierhundsiebzigtausend), einer kurzfristig variablen Vergütung in Höhe von brutto EUR 470.000,-- (in Worten: EURO Vierhundsiebzigtausend) sowie einer langfristig variablen Vergütung in Höhe von brutto EUR 705.000,-- (in Worten: EURO Siebenhundertfünftausend) wie nachfolgend geregelt zusammensetzt. Das jährliche Festgehalt ist in zwölf gleichen Raten jeweils zum Ende des Kalendermonats zahlbar.

Herr Dr. Näher erhält einen monatlichen Zuschuss in Höhe der jeweiligen Hälfte der Beiträge zu seiner bestehenden Kranken- und Pflegeversicherung sowie der Höhe der jeweiligen Hälfte des Höchstbetrages der gesetzlichen Rentenversicherung. Der Beitrag zur Kranken- und Pflegeversicherung kann maximal die Höhe der Hälfte der gesetzlichen Kranken- und Pflegeversicherung betragen.

Zu Beginn eines jeweiligen Geschäftsjahres bzw., soweit abweichend, eines jeweiligen (maximal einjährigen) Tantiemezeitraums, werden von Herrn Dr. Näher und dem Aufsichtsrat gemeinsam Zielvorgaben für die kurzfristig variable Vergütung gemäß § 4 Abs. (1) definiert. Soweit nicht der Aufsichtsrat abweichendes beschließt, gelten unter Berücksichtigung von § 4 Abs. (4) die Ziele und Zielvorgaben, die die Diebold Nixdorf, Incorporated für die kurzfristig variable Vergütung festgelegt und dem Aufsichtsrat mitgeteilt hat.

Bei voller Erfüllung der vereinbarten Zielvorgaben (100%) gemäß § 4 Abs. (3) oben erhält Herr Dr. Näher die kurzfristig variable Vergütungskomponente (Tantieme) in Höhe von brutto EUR 470.000,-- (in Worten: EURO Vierhundsiebzigtausend).

Die Tantiemezahlung ist nach Feststellung des für die Zielvorgaben relevanten Abschlusses durch den Aufsichtsrat festzusetzen und fällig. Bei Über- oder Unterschreiten der vereinbarten Zielvorgaben richtet sich die Höhe der geschuldeten Tantieme, soweit nicht der Aufsichtsrat ein anderes beschließt, nach den von der Diebold Nixdorf, Incorporated gemäß § 4 Abs. 3 dieses Vorstandsstellungsvertrages mitgeteilten Zielen und Zielvorgaben. Sind nach den Vorgaben die Voraussetzungen für die Zahlung einer Tantieme nicht erfüllt, entscheidet der Aufsichtsrat über eine etwaige Tantieme nach billigem Ermessen.

§ 4

Remuneration, Incapacity for Work and Death

Dr. Näher shall receive an annual target remuneration which comprises an annual fixed remuneration ("Fixum") in the amount of EUR 470,000.00 (in words: euro four hundred seventy thousand), a short-term variable remuneration in the amount of EUR 470,000.00 (in words: euro four hundred seventy thousand) as well as a long-term variable remuneration in the amount of EUR 705,000.00 (in words: euro seven hundred and five thousand) as set out below. The annual fixed remuneration is payable by twelve equal instalments, in each case to the end of the calendar month.

Dr. Näher shall receive a monthly subsidy equivalent to the respective half of the contributions to his existing health and long-term care insurance as well as equivalent to the respective half of the maximum amount of the statutory pension insurance. The maximum contribution to the health and long-term care insurance amounts to the equivalent of the half of the contributions to the statutory health and long-term care insurance.

At the beginning of each fiscal year, or, in case deviating, each bonus period (of one year maximum) the Supervisory Board and Dr. Näher jointly define targets for the short-term variable remuneration set forth in section 4 para (1). Unless resolved otherwise by the Supervisory Board, subject to section 4 para (4) the targets and achievement threshold set and notified to the Supervisory Board by Diebold Nixdorf, Incorporated for the short-term variable remuneration shall apply.

If the targets agreed in accordance with section 4 para 3 above are met in full (100 %), Dr. Näher shall receive the short-term variable remuneration component (bonus) in the gross amount of EUR 470,000.00 (in words: euro four hundred seventy thousand). The bonus shall be payable upon adoption of the financial statements relevant for the determination of the target achievement. In case of an overrun or shortfall of the agreed targets, the amount of the owed bonus shall, unless resolved otherwise by the Supervisory Board, be determined in accordance with the targets and achievement thresholds notified by Diebold Nixdorf, Incorporated pursuant to section 4 para (3) of this Management Board Member's Service Agreement. If, pursuant to these rules, the prerequisites for a bonus pay-out are not met, the supervisory board decides on a potential bonus in its reasonable discretion.

Die Gesellschaft steht dafür ein, dass die Konzernobergesellschaft Diebold Nixdorf, Incorporated Herrn Dr. Näher als Vergütungskomponente mit langfristiger Anreizwirkung *Restricted Stock Units, Stock Options und Performance Stock Units* gemäß dem „Diebold Nixdorf, Incorporated 1991 Amended and Restated Equity Performance and Incentive Plan“ bzw. ab dem Jahr 2018 nach dem „2017 Equity and Performance Incentive Plan“, sofern dieser von der Hauptversammlung der Diebold Nixdorf, Incorporated beschlossen wird, unter Festsetzung angemessener Erfolgsziele (soweit relevant) gewährt. Anderenfalls wird die Gesellschaft Herrn Dr. Näher im Wege eines entsprechenden Barausgleichs so stellen, als sei die langfristige Vergütungskomponente gemäß vorstehendem Satz 1 dieses § 4 Abs. (5) gewährt worden. Herr Dr. Näher verpflichtet sich, während der Laufzeit dieses Vorstandsanstellungsvertrages die ihm jährlich zugeteilte Vergütungskomponente mit langfristiger Anreizwirkung zu erwerben.

Etwaige Vergütungen, die Herrn Dr. Näher aus Tätigkeiten gemäß § 1 Abs. (7) zufließen, werden auf das Festgehalt nach Abs. (1) angerechnet.

The Company shall ensure that as long-term incentive remuneration component the top-parent company Diebold Nixdorf, Incorporated will restricted stock units, stock options and performance stock units to Dr. Näher in accordance with the „Diebold Nixdorf, Incorporated 1991 Amended and Restated Equity Performance and Incentive Plan“ and, commencing in the year 2018, in accordance with the „2017 Equity and Performance Incentive Plan“ (if approved by the shareholders meeting of Diebold Nixdorf, Incorporated) with reasonable performance targets, if applicable. Otherwise the Company shall put Dr. Näher in a position as if long-term variable remuneration had been granted pursuant to the preceding sentence 1 of this sections 4 para (5) by granting Dr. Näher a respective cash award. During the term of this Management Board Member's Service Agreement, Dr. Näher shall acquire all long-term variable remuneration components that have been annually allocated to him.

Possible remunerations which Dr. Näher receives for his activities according to section 1 para. 7 shall be credited against the fixed remuneration according to para. 1.

Mit der vorstehend geregelten Vergütung ist - abgesehen von der Altersversorgungszusage gemäß § 8, den abgeschlossenen Versicherungen gemäß § 7 und der Privatnutzung des Dienstfahrzeuges - die gesamte Tätigkeit von Herrn Dr. Näher für die Gesellschaft und ihre Tochterunternehmen abgegolten. Insbesondere besteht kein Anspruch auf Vergütung von Mehrarbeit. Vergütung, die Herr Dr. Näher auf Basis einer mit der Diebold Nixdorf, Incorporated geschlossenen Anstellungsvereinbarung oder aufgrund einer Vereinbarung mit einem mit der Diebold Nixdorf, Incorporated verbundenen Unternehmen tatsächlich gezahlt bzw. ausgegeben wurde, ist, sofern nicht der Aufsichtsrat abweichendes beschließt, auf die in § 4 Abs. (1) vereinbarte Vergütung mit der Maßgabe anzurechnen, dass ein gewährtes Festgehalt nur auf das in diesem Vertrag vereinbarte Festgehalt, eine kurzfristige variable Vergütung nur auf die in diesem Vertrag vereinbarte kurzfristige variable Vergütung und eine Vergütungskomponente mit langfristiger Anreizwirkung nur auf die in diesem Vertrag vereinbarte langfristige Vergütungskomponente angerechnet wird. Außerordentliche Vergütungs- und Bonuszusagen der Diebold Nixdorf, Incorporated werden nicht auf die Vergütung nach diesem Vorstandsanstellungsvertrag angerechnet.

Im Fall der Arbeitsunfähigkeit, die durch Krankheit oder aus einem anderen von Herrn Dr. Näher nicht zu vertretenden Grund eintritt, erhält Herr Dr. Näher für die Dauer von bis zu 18 Monaten ab Beginn der Arbeitsunfähigkeit, längstens bis zu seinem Ausscheiden aus der Gesellschaft, sein Festgehalt fortgezahlt. Tantiemeansprüche werden für sechs Monate ab Beginn der Erkrankung oder Verhinderung gezahlt, soweit die Ziele erreicht werden.

Nach Ablauf von 18 Monaten ab Beginn der Arbeitsunfähigkeit ist die Gesellschaft berechtigt, das Dienstverhältnis mit Herrn Dr. Näher zum Ende eines jeden Monats unter vorzeitiger Auszahlung des Invalidenkapitals aus der beitragsorientierten Versorgungszusage der Diebold Nixdorf AG (siehe § 8 dieses Vertrages) zu beenden. Herr Dr. Näher wird dabei mindestens so behandelt, als ob eine volle Erwerbsminderung im Sinne von Ziffer 2.2 der einschlägigen Versorgungsordnung vorläge. Der in der Versorgungsordnung geforderte Nachweis der vollen Erwerbsminderung ist somit nicht Anspruchsvoraussetzung. Auch auf die Erfüllung der in der Versorgungsordnung festgelegten Wartezeit kommt es nicht an. Im Übrigen ergeben sich die näheren Auszahlungsmodalitäten aus der Versorgungsordnung.

The remuneration as set out above shall - apart from pension commitment according to section 8, the taken out insurances according to section 7 and the private use of the company car - be deemed to cover the entire work of Dr. Näher for the Company and its subsidiaries. In particular, there shall be no claim for remuneration with respect to additional work. Remuneration which Dr. Näher actually receives based on a service agreement entered into with Diebold Nixdorf, Incorporated or an affiliated undertaking, shall, unless the Supervisory Board resolves otherwise, be credited against the remuneration provided for in this Management Board Member's Service Agreement, provided that a granted fixed remuneration shall be credited only against the fixed remuneration set forth in section 4 para (1), a granted short-term remuneration shall be credited only against the short-term variable remuneration as agreed in this Management Board Member's Service Agreement and a long-term variable remuneration shall be credited only against the long-term variable remuneration as agreed in this Management Board Member's Service Agreement. Extraordinary remuneration and bonus awards made or granted by Diebold Nixdorf, Incorporated will not be credited against any remuneration under this Management Board Member's Service Agreement.

In case of incapacity for work caused by illness or by any other reason for which Dr. Näher is not responsible, Dr. Näher shall continue to receive his fixed remuneration for a period of up to 18 months as of beginning of the incapacity for work, such term expiring in any event if he leaves the Company. Bonuses shall be paid for a period of six months as of the beginning of illness or unavailability, as far as the targets have been achieved.

After the expiry of a period of 18 months as of the beginning of illness, the Company may terminate this Service Agreement with Dr. Näher to the end of each calendar month, provided that in case of such termination the disability benefits based on the contribution-defined pension commitment of Diebold Nixdorf AG (confer section 8 of this Service Agreement). In such case, Dr. Näher shall be treated, as if his earning capacity was fully reduced within the meaning of number 2.2 of the applicable pension scheme. The proof of the total reduction of earning capacity required by the pension scheme shall, therefore, not be a precondition for a claim. The fulfilment of the waiting period provided in pension scheme shall also not be relevant. Apart from that, details on the payment modalities are provided in the pension scheme.

Im Fall des Todes des Herrn Dr. Näher haben seine Witwe und seine minderjährigen Kinder Anspruch auf Fortzahlung der Vergütung für einen Zeitraum von sechs Monaten, beginnend mit dem Ende des Monats, in dem Herr Dr. Näher verstorben ist. Daneben haben sie Anspruch auf anteilige Bonuszahlung, sofern die Voraussetzungen hierfür bis zum Tode des Herrn Dr. Näher *pro rata temporis* erfüllt waren.

§ 5 Urlaub

Herr Dr. Näher hat Anspruch auf bezahlten Jahresurlaub von 30 Arbeitstagen pro Kalenderjahr. Die Urlaubszeit ist im Einvernehmen mit den übrigen Vorstandsmitgliedern abzustimmen. Zur Abdeckung ganztägiger Abwesenheiten stehen Herrn Dr. Näher neben dem Kalenderjahresurlaub je Geschäftsjahr bis zu 5 weitere freie Tage (z. B. zur Abdeckung etwaiger sog. „Brückentage“) zur Verfügung.

Im Rahmen der unternehmerischen Verantwortung kann Herr Dr. Näher unabhängig von einer formellen Beantragung und Genehmigung frei über den jährlichen Urlaub sowie die zusätzlichen fünf freien Tage verfügen. Eine Abwesenheitserfassung ist insofern nicht erforderlich und beschränkt sich auf ganztägige Abwesenheiten wegen Krankheit. Der Kalenderjahresurlaubsanspruch gilt - insbesondere für den Fall des Ausscheidens - als *pro rata temporis* geltend gemacht und erfüllt. Im Falle des Ausscheidens wird dabei auf volle Urlaubstage aufgerundet.

§ 6 Wettbewerbsverbot

Herr Dr. Näher unterliegt dem Wettbewerbsverbot des § 88 AktG. Es ist ihm insbesondere untersagt, ohne vorherige schriftliche Zustimmung des Vorsitzenden des Aufsichtsrates für ein Unternehmen für eigene oder fremde Rechnung tätig zu werden, welches mit der Gesellschaft in Wettbewerb steht oder ein solches Unternehmen zu errichten oder sich hieran zu beteiligen. Die Regelungen in § 2 Abs. (1) dieses Vorstandsstellungsvertrages bleiben unberührt.

§ 7 Versicherungen

Die Gesellschaft schließt folgende Versicherungen ab:

In the event of death of Dr. Näher, his widow and his minor children are entitled to continued payment of remuneration for a period of six months as of the end of the month in which Dr. Näher died. Apart from that, they are entitled to bonus payments on a *pro rata* basis, if the requirements for this have been fulfilled *pro rata temporis* until the death of Dr. Näher.

§ 5 Vacation

Dr. Näher is entitled to 30 days of annual vacation with pay per calendar year. The timing of the vacation shall be agreed with the other members of the Management Board. To cover full-day absences Dr. Näher is entitled to 5 further days off per business year in addition to his calendar annual vacation (e.g. to cover possible so called “bridging days”).

Within the scope of his entrepreneurial responsibility, Dr. Näher may take vacation time at its absolute discretion, regardless of any formal application and approval. Insofar, no absence for vacation needs to be recorded and only full-day absences for sickness shall be recorded. The entitlement to the annual vacation for the calendar year shall be deemed to be claimed and fulfilled *pro rata temporis*, in particular in case of termination. In case of termination, it shall be rounded up to full vacation days.

§ 6 Non-compete Obligation

Dr. Näher is subject to the non-compete obligation provided in section 88 of the German Stock Corporation Act (*Aktiengesetz - AktG*). He may not, without prior written approval of the chairman of the Supervisory Board, act for another company for its own account or for the account of a third party which competes with the Company or to incorporate or participate in such company. The provisions set forth in section 2 para (1) of this Management Board Member's Service agreement remain unaffected.

§ 7 Insurances

The Company will take out the following insurances:

Unfallversicherung zugunsten von Herrn Dr. Näher mit Versicherungssummen von EUR 300.000,-- für den Todesfall und bis zu max. EUR 600.000,-- für den Invaliditätsfall (je nach Invaliditätsgrad). Bei Dienstreisen für das außereuropäische Ausland erhöht sich der Versicherungsschutz um EUR 150.000,-- für den Todesfall und um EUR 300.000,-- für den Invaliditätsfall (je nach Invaliditätsgrad).

Im Rahmen der vorbezeichneten Unfallversicherung werden die Ehefrau und die minderjährigen Kinder wie folgt mitversichert:

Ehefrau: Versicherungssummen von EUR 75.000,-- für den Todesfall und bis zu max. EUR 150.000,-- für den Invaliditätsfall (je nach Invaliditätsgrad)

jedes Kind: Versicherungssummen von EUR 25.000,-- für den Todesfall und bis zu max. EUR 150.000,-- für den Invaliditätsfall (je nach Invaliditätsgrad)

Bei Buchung von Flugkarten über die Gesellschaft tritt eine zusätzliche Fluggast-Unfallversicherung über eine Versicherungssumme von EUR 375.000,-- bei Tod oder Invalidität in Kraft.

Die Gesellschaft wird für Herrn Dr. Näher folgende weitere Versicherungen abschließen und für die Dauer der Vorstandstätigkeit unterhalten:

Dienstreise-Unfallversicherung

Auslands-Reisekrankenversicherung

Reisegepäck-Versicherung

Verkehrsrechtsschutz-Versicherung für
Dienstreisen

Privathaftpflicht-Versicherung

Eigenständige lokale Directors and Officers-Versicherung der Gesellschaft zur Absicherung gegen Risiken aus der persönlichen Haftung des Vorstandsmitglieds mit einem Selbstbehalt von 10% des Schadens bis zur Höhe des Eineinhalbfachen der festen jährlichen Vergütung des Vorstandsmitglieds; die Gesellschaft verpflichtet sich, den Schutz der vorstehend genannten oder einer dem Umfang und der Höhe nach gleichwertigen eigenständigen und lokalen D&O-Versicherung der Gesellschaft, vor der die gesamte Tätigkeit von Herrn Dr. Näher für die Gesellschaft umfasst ist, für einen Zeitraum von mindestens zehn Jahren nach der Beendigung der Mitgliedschaft im Vorstand der Gesellschaft aufrechtzuerhalten.

Die auf die Versicherungsprämien der vorgenannten Versicherungen anfallende Einkommensteuer trägt Herr Dr. Näher. Bezugsberechtigt sind Herr Dr. Näher bzw. die von ihm schriftlich benannten Personen.

Accident insurance for the benefit of Dr. Näher with a sum insured of EUR 300,000.00 in case of death and up to EUR 600,000.00 in case of disability (depending on the degree of disability). For business-related travel outside Europe, the insurance coverage is increased by EUR 150,000.00 in case of death and by EUR 300,000.00 in case of disability (depending on the degree of disability).

The aforementioned accident insurance also covers the spouse and the minor children as follows:

Spouse: sum insured of EUR 75,000.00 in case of death and up to 150,000.00 in case of disability (depending on the degree of disability).

Each child: sum insured of EUR 25,000.00 in case of death and up to EUR 150,000.00 in case of disability (depending on the degree of disability)

When flight tickets are booked through the Company, an additional air passenger accident insurance with a sum insured of EUR 375,000.00 in case of death or disability applies.

The Company will implement the following additional insurances for the benefit of Dr. Näher and will maintain such insurances during the term of the mandate:

Business travel accident insurance

Foreign travel health insurance

Baggage insurance

Motor legal protection insurance for business travel

Private liability insurance

Directors and officers liability insurance to cover risks arising from the personal liability of the Management Board member with a deductible of 10% of the damage up to one and a half times the fixed annual remuneration of the Management Board member; the Company shall ensure that insurance coverage under the aforementioned D&O policy (or another independent and local policy of the Company equivalent in scope and coverage) covering the entire services rendered by Dr. Näher for the Company shall be maintained for a period of not less than ten years following any termination of the membership in the Management Board.

The income tax on the insurance premiums for the aforementioned insurances shall be borne by Dr. Näher. The beneficiaries of the aforementioned insurances are Dr. Näher and the persons specified by him in writing.

§ 8

Betriebliche Altersversorgung

Gemäß der jeweils in der Wincor Nixdorf International GmbH geltenden Versorgungsrichtlinie, welche auch für die Diebold Nixdorf AG gilt, erhält Herr Dr. Näher Leistungen der betrieblichen Altersversorgung. Die wesentlichen Regelungsinhalte der aktuell geltenden Versorgungsrichtlinie 2006 vom 22.06.2006 sind in einem Merkblatt zur betrieblichen Altersversorgung in der Wincor Nixdorf International GmbH zusammengefasst (**Anlage 3**). Herr Dr. Näher erhält für jedes volle Beschäftigungsjahr einen Versorgungsbeitrag in Höhe von EUR 50.000,--.

§ 9

Aufhebung bisheriger Vertragsverhältnisse / Dauer und Beendigung des Dienstverhältnisses

Dieser befristete Vorstandsanstellungsvertrag läuft ab dem Zeitpunkt der Bestellung zum Vorstand der Gesellschaft für drei Jahre und kann während dieses Zeitraumes nicht ordentlich gekündigt werden. Er endet mit Ablauf des Drei-Jahreszeitraums, ohne dass es einer Kündigung bedarf.

Der Vorstandsanstellungsvertrag kann in beiderseitigem Einvernehmen im Rahmen der gesetzlich zulässigen Zeitdauer verlängert werden. Hierzu bedarf es eines Aufsichtsratsbeschlusses über die Verlängerung der Bestellung zum Vorstandsmitglied, der frühestens ein Jahr, spätestens aber sechs Monate vor Ablauf der bisherigen Amtszeit gefasst werden soll. Soweit im Fall der Verlängerung nicht ausdrücklich etwas anderes vereinbart wird, gelten die zuletzt schriftlich niedergelegten Vertragsinhalte weiter.

Dieser Vorstandsanstellungsvertrag kann jederzeit auch ohne Einhaltung einer Frist außerordentlich aus wichtigem Grund gekündigt werden. Wichtiger Grund ist eine schwere Verletzung vertraglicher Pflichten durch die andere Vertragspartei.

Jede Kündigung bedarf zu ihrer Wirksamkeit der Schriftform. Eine Kündigung durch Herrn Dr. Näher bedarf des Zugangs gegenüber dem Vorsitzenden des Aufsichtsrates.

§ 8

Company Pension Scheme

In accordance with the pension directive of Wincor Nixdorf International GmbH, as applicable from time to time, which is also applicable for Diebold Nixdorf AG, Dr. Näher shall be entitled to benefits under the company pension scheme. The substantial contents of the pension directive 2006 dated June 22, 2006 which is currently applicable are summarized in a leaflet regarding the company pension scheme at Wincor Nixdorf International GmbH (**Annex 3**). Dr. Näher shall receive a benefit contribution in the amount of EUR 50,000.00 for each completed year of employment.

§ 9

Termination of Previous Employments / Term and Termination of this Service Agreement

This fixed-term Management Board Member's Service Agreement shall be effective as from the time of appointment as member of the Management Board of the Company for a period of three years and cannot be ordinarily terminated during this period. It terminates automatically upon expiry of the three-year period without a termination notice being required.

The term of the Management Board Member's Service Agreement may be extended by mutual agreement between the parties up to the maximum term permitted by law. Such extension requires a resolution of the Supervisory Board on the extension of the appointment as Management Board member which shall be adopted not earlier than one year but not later than six months prior to the expiry of the previous term of office. In case of an extension, unless expressly agreed otherwise, the terms previously agreed in writing shall continue to apply.

This Management Board Member's Service Agreement may be terminated for cause at any time without giving prior notice. A termination for cause shall be possible in case of a severe violation of contractual duties by the other party.

Each termination must be in writing in order to be effective. A termination by Dr. Näher requires receipt of termination by the chairman of the Supervisory Board.

Für den Fall der Kündigung, der Amtsniederlegung, der Abberufung sowie einer einvernehmlichen Beendigung dieses Vorstandsanstellungsvertrages gilt hinsichtlich der Vergütung Folgendes:

Soweit Herr Dr. Näher sein Amt ohne wichtigen Grund niederlegt, erhält er ab dem Zeitpunkt des Wirksamwerdens der Niederlegung bis zum Vertragsende kein Festgehalt (Fixum) und auch keine variable Vergütung mehr, das heißt weder eine Tantieme (= kurzfristig variabler Vergütungsbestandteil) noch eine Aktienbezogene Vergütung (= langfristig variabler Vergütungsbestandteil). Langfristig variable Vergütungen, die an Herrn Dr. Näher vor der Amtsniederlegung ausgegeben worden sind, können jedoch zum Ende einer etwaigen Haltefrist noch ausgeübt werden, sofern die übrigen Ausübungsvoraussetzungen vorliegen. In Bezug auf langfristige variable Vergütungen, die an Herrn Dr. Näher vor der Amtsniederlegung für den Zeitraum ab dem Jahre 2017 ausgegeben worden sind, gelten die Regelungen des „Diebold Nixdorf, Incorporated 1991 Amended and Restated Equity Performance and Incentive Plan“ bzw. des „2017 Equity and Performance Incentive Plan“.

Soweit Herr Dr. Näher sein Amt aus wichtigem Grund entsprechend § 626 BGB niederlegt, erhält er ab diesem Zeitpunkt bis zum Vertragsende als Vergütung sein bisheriges Festgehalt (Fixum) ohne variable Vergütung. Langfristig variable Vergütungen, die an Herrn Dr. Näher vor der Amtsniederlegung ausgegeben worden sind, können jedoch zum Ende einer etwaigen Haltefrist noch ausgeübt werden, sofern die übrigen Ausübungsvoraussetzungen vorliegen. In Bezug auf langfristige variable Vergütungen, die an Herrn Dr. Näher vor der Amtsniederlegung für den Zeitraum ab dem Jahre 2017 ausgegeben worden sind, gelten die Regelungen des „Diebold Nixdorf, Incorporated 1991 Amended and Restated Equity Performance and Incentive Plan“ bzw. des „2017 Equity and Performance Incentive Plan“.

In the event of the unilaterally declared termination, resignation, revocation as well as in the event of a mutually agreed termination of this Management Board Member's Service Agreement the following shall apply with respect to the remuneration:

if Dr. Näher resigns from his office without cause, he shall as from the effectiveness of the resignation until the expiry of this Service Agreement neither receive a fixed remuneration ("Fixum") nor a variable remuneration, i.e. neither a bonus (= short-term variable remuneration component) nor a stock related remuneration (= long-term variable remuneration component). Long-term variable remunerations which have been issued to Dr. Näher prior to the resignation can, however, be exercised at the end of a potential lock-up period if the other vesting requirements are fulfilled. In relation to any long-term remuneration that has been awarded to Dr. Näher prior to his resignation and in relation to periods commencing 2017, the rules set forth in the „Diebold Nixdorf, Incorporated 1991 Amended and Restated Equity Performance and Incentive Plan“ or, if applicable, in the „2017 Equity and Performance Incentive Plan“ shall apply.

if Dr. Näher resigns from his office for cause according to section 626 of the German Civil Code (*Bürgerliches Gesetzbuch - BGB*), he shall as from the termination until to the expiry of this Service Agreement receive as remuneration his previous fixed remuneration ("Fixum") without variable remuneration. Long-term variable remunerations which have been issued to Dr. Näher prior to the resignation can, however, be exercised at the end of a potential lock-up period if the other vesting requirements are fulfilled. In relation to any long-term remuneration that has been awarded to Dr. Näher prior to his resignation and in relation to periods commencing 2017, the rules set forth in the „Diebold Nixdorf, Incorporated 1991 Amended and Restated Equity Performance and Incentive Plan“ or, if applicable, in the „2017 Equity and Performance Incentive Plan“ shall apply.

Wird dieser Vertrag von der Gesellschaft aus wichtigem Grund i.S.d. § 626 BGB mit oder ohne Auslauffrist gekündigt, erhält Herr Dr. Näher für das laufende Geschäftsjahr sowie für die etwaige Auslauffrist keine variable Vergütung mehr.

if this Service Agreement is terminated by the Company for cause within the meaning of section 626 German Civil Code (*Bürgerliches Gesetzbuch - BGB*), either with or without phasing-out period, Dr. Näher shall not receive a variable remuneration for the current business year and for a possible phasing-out period.

Für den Fall (i) der vorzeitigen Beendigung der Vorstandstätigkeit durch Widerruf der Bestellung ohne einen von Herrn Dr. Näher zu vertretenden wichtigen Grund im Sinne des § 626 BGB, der die Gesellschaft zur Kündigung des Vorstandsanstellungsvertrages berechtigen würde, (ii) dass Herr Dr. Näher als Mitglied des sog. Executive Committee der Diebold Nixdorf, Incorporated ohne wichtigen Grund abberufen wird, (iii) dass Herr Dr. Näher seine Mitgliedschaft im Executive Committee auf Wunsch der Diebold Nixdorf, Incorporated beendet, (iv) dass seine Aufgaben als Mitglied des Executive Committee der Diebold Nixdorf, Incorporated ohne seine Zustimmung im Vergleich zu den durch Schreiben der Diebold Nixdorf, Incorporated vom 30.03.2017 festgelegten Aufgaben wesentlich geändert werden, und (v) im Falle einer einvernehmlichen Aufhebung dieses Vorstandsanstellungsvertrages, steht die Gesellschaft dafür ein, dass Herr Dr. Näher - in den vorstehend unter (ii) bis (iv) genannten Fällen nur sofern er sein Vorstandsamt während der Laufzeit der Zusammenschlussvereinbarung vom 23. November 2015 niederlegt - eine einmalige Abfindung gemäß den Vorgaben des Senior Leadership Severance Plan der Diebold Nixdorf, Incorporated in der im Januar 2017 jeweils geltenden Fassung (SLSP) erhält, im Falle eines Ausscheidens bis zum 31. März 2018 jedoch mindestens eine Abfindung gemäß nachfolgenden Regelungen.

in the event of (i) a premature termination of the Management Board mandate by way of a revocation of the appointment without cause within the meaning of section 626 German Civil Code (*Bürgerliches Gesetzbuch - BGB*) for which Dr. Näher is responsible and which would entitle the Company to terminate this Management Board Member's Service Agreement, (ii) Dr. Näher being revoked as member of the so-called Executive Committee of Diebold Nixdorf, Incorporated without good reason, (iii) Dr. Näher terminating his membership in the Executive Committee at the request of Diebold Nixdorf, Incorporated, (iv) a substantial change of his responsibilities as member of the Executive Committee of Diebold Nixdorf, Incorporated in comparison to the responsibilities provided for in the letter of Diebold Nixdorf, Incorporated dated March 30, 2017 without his consent and (v) in the event of a mutually agreed termination of this Management Board Member's Service Agreement, the Company will ensure that Dr. Näher shall receive - in the cases referred to above under (ii) through (iv) only if he resigns from office during the term of the business combination agreement dated November 23, 2015 - a one-time severance payment in accordance with the provisions of the Senior Leadership Severance Plan of Diebold Nixdorf, Incorporated as existent in January 2017 and as amended from time to time, provided, however, that in case of termination before March 31, 2018, a minimum severance shall be paid in accordance with the following provisions.

Herr Dr. Näher enthält im Falle eines Ausscheidens bis zum 31. März 2018 als Abfindung mindestens das Zweifache der Summe aus dem Jahresfestgehalt gemäß § 4 Abs. 1, der jährlichen Zuschüsse gemäß § 4 Abs. 2, Versicherungsentgelte gemäß § 7, des Jahresbeitrages für die betriebliche Altersversorgung gemäß § 8 sowie des jährlichen geldwerten Vorteils aus der Nutzung des Firmenwagens gemäß § 11 des Vorstandsanstellungsvertrages sowie das 1,5-fache der kurzfristig und der langfristig variablen Vergütung gemäß § 4 Abs. 1 dieses Vorstandsanstellungsvertrages. Für die Zwecke der Berechnung der Abfindung ist die am 1. April 2017 geltende Fassung dieses Vorstandsanstellungsvertrages maßgeblich.

Der gemäß vorstehendem Absatz bis zum 31. März 2018 vereinbarte Mindestbetrag der Abfindung ist grundsätzlich auf die Abgeltung der Restlaufzeit dieses Vorstandsanstellungsvertrages begrenzt. Beträgt zum Zeitpunkt der Aufhebung im Sinne des § 9 Abs. 5, Ziffer d) des Vorstandsanstellungsvertrages die Restlaufzeit desselben weniger als 2 Jahre, wird die Abfindung zeitanteilig berechnet. Es gilt die Regelung in Ziffer 4.2.3 Abs. 4 des Deutschen Corporate Governance Kodex. Diese Begrenzung der Abfindung auf die Restlaufzeit findet nicht statt, wenn sich die Höhe der Abfindung nach den Vorgaben des Senior Leadership Severance Plan der Diebold Nixdorf, Incorporated bestimmt.

Langfristig variable Vergütungen, die an Herrn Dr. Näher vor der Beendigung seines Vorstandsanstellungsvertrages ausgegeben worden sind, verfallen nicht sondern können zum Ende einer etwaigen Haltefrist ausgeübt werden, sofern die übrigen Ausübungsvoraussetzungen vorliegen. In Bezug auf langfristige variable Vergütungen, die an Herrn Dr. Näher vor der Beendigung des Vorstandsanstellungsvertrages für den Zeitraum ab dem Jahre 2017 ausgegeben worden sind, gelten die Regelungen des „Diebold Nixdorf, Incorporated 1991 Amended and Restated Equity Performance and Incentive Plan“ bzw. des „2017 Equity and Performance Incentive Plan“.

In case of a termination before March 31, 2018, Dr. Näher shall receive as severance payment at minimum twice the total of the annual fixed remuneration according to section 4 para. 1, the annual subsidy according to section 4 para. 2, insurance premiums according to section 7, the annual contribution to the company pension scheme according to section 8 as well as the annual monetary benefits relating to the use of the company car according to section 11 of this Management Board Member's Service Agreement as well as one and a half of the short-term and long-term variable remuneration according to section 4 para. 1 of this Management Board Member's Service Agreement. For the purpose of calculating this severance, the Management Board Member's Service Agreement as existent on April 1, 2017 shall be decisive.

The minimum severance payment agreed to be paid until March 31, 2018 pursuant to the preceding paragraph shall be limited to the compensation for the remaining term. If, at the time of the termination within the meaning of section 9 para. 5 lit. d) of this Management Board Member's Service Agreement, the remaining term is less than 2 years, the severance payment will be calculated *pro rata temporis*. The provision in section 4.2.3 para. 4 of the German Corporate Governance Codex (*Deutscher Corporate Governance Kodex*) shall apply. In case the severance is to be determined in accordance with the Senior Leadership Severance Plan of Diebold Nixdorf, Incorporated, the severance will not be limited to the compensation of the remainder of the term.

Long-term variable remunerations which have been granted to Dr. Näher prior to the termination of his Management Board Member's Service Agreement do not lapse but may be exercised at the end of any potential lock-up period if the other vesting requirements are fulfilled. In relation to any long-term remuneration that has been awarded to Dr. Näher prior to the termination of this Management Board Member's Service Agreement and in relation to periods commencing 2017, the rules set forth in the „Diebold Nixdorf, Incorporated 1991 Amended and Restated Equity Performance and Incentive Plan“ or, if applicable, in the „2017 Equity and Performance Incentive Plan“ shall apply.

Im Fall des Widerrufs der Bestellung sowie der Amtsniederlegung gemäß vorstehendem § 9 Abs. (5) d) ist Herr Dr. Näher berechtigt, diesen Vorstandsanstellungsvertrag außerordentlich fristlos zu kündigen und die gemäß diesem § 9 Abs. (5) d) vorgesehene Abfindung zu erhalten.

Bei einem auf das Geschäftsjahr bezogenen unterjährigen Ausscheiden werden die Vergütungsansprüche unter Berücksichtigung der vorstehenden Absätze zeitanteilig gewährt.

Im Falle einer vorzeitigen Beendigung des Vorstandsamtes ist die Gesellschaft berechtigt, Herrn Dr. Näher unter Berücksichtigung der vorstehenden Regelungen für eine etwaig verbleibende Restlaufzeit dieses Vorstandsanstellungsvertrages von der Pflicht zur Arbeitsleistung freizustellen.

Die Beendigung des Dienstverhältnisses oder eine Freistellung hat keine Auswirkung auf die nach diesem Vertrag fortbestehenden Verpflichtungen des Herrn Dr. Näher.

Dieser Vorstandsanstellungsvertrag endet spätestens zum Ende des Monats, in dem Herr Dr. Näher das 68. Lebensjahr vollendet.

§ 10 Auslagen

Reisekosten und sonstige Auslagen werden Herrn Dr. Näher im Rahmen der steuerlich zulässigen Höchstbeträge vergütet. Im Einzelfall werden höhere Beträge gegen Nachweis erstattet. Die Reisekostenrichtlinie für Leitende Angestellte der Wincor Nixdorf International GmbH - welche ebenfalls in der Diebold Nixdorf AG Anwendung findet - gilt auch für Herrn Dr. Näher.

§ 11 Dienstfahrzeug

Herr Dr. Näher hat Anspruch auf ein Dienstfahrzeug der oberen Mittelklasse zur geschäftlichen und privaten Nutzung. Die Firmenwagenregelung für Mitglieder des Diebold Nixdorf Executive Boards kommt zur Anwendung (**Anlage 4**). Die private Nutzung unterliegt den anwendbaren steuerlichen Vorschriften.

Mit Beendigung dieses Vorstandsanstellungsvertrages ist das Dienstfahrzeug an die Gesellschaft herauszugeben.

In the event of the revocation of the appointment and in the event of the resignation from office as set forth above under section 9 para (5) d), Dr. Näher is entitled to terminate this Management Board Member's Service Agreement for cause without giving prior notice and is entitled to the severance as set forth in this section 9 para (5) d).

In case of an intra-year termination with regard to the business year, remuneration entitlements will be granted *pro rata temporis* in consideration of the preceding paragraphs.

In case of a premature termination of the office as member of the Management Board, the Company may, taking into account the preceding provisions, release Dr. Näher from its duties to perform services for any potential remainder of a term of this Management Board Member's Service Agreement.

The termination of this Service Agreement or a release from services has no effect on the continuing obligations of Dr. Näher set forth in this Service Agreement.

This Management Board Member's Service Agreement shall, at the latest, expire at the end of the month in which Dr. Näher completes his 68th year of life.

§ 10 Expenses

Any travel and other expenses shall be reimbursed to Dr. Näher up to the maximum amounts permitted for tax purposes. In the individual case, higher amounts may be reimbursed upon presentation of receipts. The business travel expenses policy for executives of Wincor Nixdorf International GmbH - which also applies at Diebold Nixdorf AG - also applies to Dr. Näher.

§ 11 Company Car

Dr. Näher is entitled to an upper mid-range company car for business and private use. The company car policy for members of the Diebold Nixdorf Executive Board is applicable. The private use is subject to the applicable tax provisions.

Upon termination of this Management Board Member's Service Agreement the company car has to be returned to the Company.

§ 12 Schlussbestimmungen

Änderungen, Ergänzungen und die Aufhebung dieses Vertrages bedürfen der Schriftform; auf die Schriftform kann nur schriftlich verzichtet werden.

Sofern im Rahmen der Beschäftigungsbedingungen für Mitarbeiter des Leitungskreises Vergünstigungen zuerkannt sind oder werden, die in diesem Vertrag nicht ausdrücklich geregelt sind, gelten diese Vergünstigungen während ihrer zeitlichen Geltung im Leitungskreis entsprechend auch für das Vorstandsmitglied als vereinbart.

Sollten einzelne Bestimmungen des Vertrages ganz oder teilweise ungültig oder undurchführbar sein oder ihre Rechtsgültigkeit später verliefen, bleibt der Vertrag im Übrigen gültig. Anstelle der unwirksamen oder undurchführbaren Bestimmung soll, soweit rechtlich zulässig, eine andere angemessene Regelung gelten, die wirtschaftlich dem am nächsten kommt, was die Vertragspartner gewollt haben oder gewollt haben würden, wenn sie die Unwirksamkeit oder Undurchführbarkeit der Regelung bedacht hätten.

Als ausschließlicher Gerichtsstand für alle Streitigkeiten aus diesem Vertrag wird, soweit gesetzlich zulässig, der Sitz der Gesellschaft vereinbart. Dieser Vertrag unterliegt dem Recht der Bundesrepublik Deutschland.

Nur die deutsche Fassung dieses Vertrages ist maßgeblich und verbindlich.

Paderborn, den / this _____ 2017

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Vorsitzender des Aufsichtsrates der /
chairman of the supervisory board of
Diebold Nixdorf AG

§ 12 Miscellaneous

Any amendments and additions to as well as the rescission of this Agreement shall be made in writing; this written form requirement may only be waived in writing.

If any benefits have or will be granted in the terms of employment for the employees of the management group (*Leitungskreis*) which are not expressly provided in this Service Agreement, such benefits shall be deemed to be agreed with the Management Board member for the period during which they apply in the management group (*Leitungskreis*).

Should any provisions of this Agreement be invalid or unenforceable in whole or in part or become invalid, the validity and enforceability of the remaining provisions of this Agreement shall not be affected. The invalid or unenforceable provision shall be deemed replaced, to the extent permitted by law, by another appropriate provision as comes closest to the economic result that the parties intended or would have intended had they been aware of the invalidity or unenforceability of the provision.

The exclusive place of jurisdiction for all disputes arising out of this Agreement shall be, to the extent permitted by law, the location of the Company's registered office. This Agreement shall be governed by the laws of the Federal Republic of Germany.

Only the German Version of this agreement shall be authoritative and binding.

Paderborn, den / this _____ 2017

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Dr. Ulrich Näher

Vorstandsanstellungsvertrag	Management Board Member's Service Agreement
Zwischen der Diebold Nixdorf Aktiengesellschaft, Heinz-Nixdorf-Ring 1, 33106 Paderborn, vertreten durch den Aufsichtsrat, dieser vertreten durch seinen Vorsitzenden, Herrn Dr. Alexander Dibelius,	By and between Diebold Nixdorf Aktiengesellschaft, Heinz-Nixdorf-Ring 1, 33106 Paderborn, represented by its Supervisory Board, in turn represented by its Chairman, Dr. Alexander Dibelius,
- im Folgenden „ Gesellschaft “ genannt -	- hereinafter referred to as " Company " -
und Herrn Christopher A. Chapman, wohnhaft Sugarcreek, Ohio, Vereinigte Staaten von Amerika, - im Folgenden „ Vorstandsmitglied “ genannt.	and Mr. Christopher A. Chapman, residing in Sugarcreek, Ohio, United States of America, - hereinafter referred to as " Management Board Member ."
Präambel	Preamble
Die Diebold Nixdorf, Incorporated, mit Sitz in North Canton, Ohio, USA („ Diebold Nixdorf “, und gemeinsam mit den Tochtergesellschaften von Diebold Nixdorf die „ Diebold Nixdorf-Gruppe “) ist der indirekte Mehrheitsanteilseigner der Gesellschaft. In der außerordentlichen Hauptversammlung der Gesellschaft am 26. September 2016 haben die Aktionäre dem Abschluss eines Beherrschungs- und Gewinnabführungsvertrags mit einer vollständig von Diebold Nixdorf kontrollierten Tochtergesellschaft als beherrschender und der Gesellschaft als beherrschter Gesellschaft zugestimmt, der am 14. Februar 2017 wirksam wurde.	Diebold Nixdorf, Incorporated, North Canton, Ohio, USA (" Diebold Nixdorf " and, together with its affiliates, the " Diebold Nixdorf Group ") is the indirect majority shareholder of the Company. On September 26, 2016 the extraordinary shareholders' meeting of the Company approved to enter into a domination and profit and loss transfer agreement with a wholly-owned subsidiary of Diebold Nixdorf as the controlling entity and the Company as the controlled entity that became effective as of February 14, 2017.

<p>Um die Integration der Geschäfte der Gesellschaft und Diebold Nixdorf weiter zu stärken, ist das Vorstandsmitglied (Senior Vice President und Chief Financial Officer von Diebold Nixdorf) durch Beschluss des Aufsichtsrates der Gesellschaft vom 15. Februar 2017 für die Zeit vom 1. April 2017 bis zum 31. März 2020 zum ordentlichen Mitglied des Vorstands und zum Finanzvorstand der Gesellschaft bestellt worden. In diesem Zusammenhang schließen die Gesellschaft und das Vorstandsmitglied den folgenden Vorstandsanstellungsvertrag unter Berücksichtigung der zwischen Diebold Nixdorf und dem Vorstandsmitglied vereinbarten Anstellungskonditionen als Senior Vice President und Chief Financial Officer von Diebold Nixdorf.</p>	<p>In order to further strengthen the integration of the Company's and Diebold Nixdorf's businesses, the Supervisory Board (<i>Aufsichtsrat</i>) of the Company resolved to appoint the Management Board Member (Senior Vice President and Chief Financial Officer of Diebold Nixdorf) as a regular member of the Management Board (<i>Vorstand</i>) and as chief financial officer of the Company for a term beginning on April 1, 2017 and ending on March 31, 2020. In this context, the Company and the Management Board Member hereby enter into the following Management Board Member's Service Agreement with consideration of the terms of employment agreed between Diebold Nixdorf and the Management Board Member under which the Management Board Member has been appointed as Senior Vice President and Chief Financial Officer of Diebold Nixdorf.</p>
<p style="text-align: center;">§ 1 Aufgabenbereich und Pflichten</p>	<p style="text-align: center;">§ 1 Responsibilities and Duties</p>
<p>Das Vorstandsmitglied ist gemeinsam mit den anderen Vorstandsmitgliedern zur Führung der Geschäfte der Gesellschaft und der dazugehörigen Tochtergesellschaften nach Maßgabe der gesetzlichen Bestimmungen, etwaiger Weisungen unter dem Beherrschungs- und Gewinnabführungsvertrag mit der Diebold Holding Germany Inc. & Co. KGaA, der Satzung, der vom Aufsichtsrat erlassenen Geschäftsordnung für den Vorstand und seiner Beschlüsse - soweit aktienrechtlich zulässig - in den jeweils geltenden Fassungen nach bestem Wissen und Können berechtigt und verpflichtet.</p>	<p>The Management Board Member shall have the right and duty to conduct the business of the Company and its subsidiaries according to his best knowledge and skill jointly with the other members of the Management Board in accordance with the statutory provisions, potential directions issued under domination and profit and loss transfer agreement between the Company and Diebold Holding Germany Inc. & Co. KGaA, the Articles of Association, the Rules of Procedure (<i>Geschäftsordnung</i>) of the Management Board adopted by the Supervisory Board, and its resolutions (to the extent permitted under stock corporation law) each as amended from time to time.</p>
<p>Die Abgrenzung der Gesamtverantwortung für die Gesellschaft und der speziellen Ressortverantwortung ergibt sich aus der Geschäftsordnung für den Vorstand und dem jeweils gültigen Organisationsplan des Unternehmens.</p>	<p>The division between the joint responsibility for the Company and the individual responsibility for a specific area follows from the Rules of Procedure of the Management Board and the organization plan of the Company applicable from time to time.</p>
<p>Das Vorstandsmitglied trägt über die ihm übertragene Aufgabe als Finanzvorstand die Mitverantwortung für die Belange des ganzen Unternehmens.</p>	<p>Further to its task as chief financial officer the Management Board Member shall have joint responsibility for the entire business operations of the Company.</p>

Es besteht Einverständnis darüber, dass die Geschäftsordnung für den Vorstand und der Organisationsplan nach den Unternehmenserfordernissen geändert werden können, ohne dass davon die übrigen vertraglichen Regelungen berührt werden. Der Stellung des Vorstandsmitglieds ist dabei angemessen Rechnung zu tragen.	The parties agree that the Rules of Procedure of the Management Board and the organization plan may be amended if this is required for business reasons. Such amendments will not affect the other provisions of this Agreement and shall be made with due regard to the position of the Management Board Member.
Die Vorstandsmitglieder informieren sich regelmäßig über die jeweiligen Ressortangelegenheiten.	The members of the Management Board shall keep themselves informed regularly about any matters concerning their area of responsibility.
Das Vorstandsmitglied vertritt die Gesellschaft gemeinsam mit einem anderen Vorstandsmitglied oder einem Prokuristen der Gesellschaft.	The Management Board Member shall represent the Company jointly with another member of the Management Board or a holder of a general commercial power of attorney (<i>Prokurist</i>).
Das Vorstandsmitglied kann, nach Aufforderung durch die Gesellschaft, bei Unternehmen, an denen die Gesellschaft unmittelbar oder mittelbar beteiligt ist, neben den bereits ausgeübten Ämtern weitere Ämter als Geschäftsführer, Mitglied des Aufsichtsrates oder ähnliche Funktionen sowie Funktionen in Vereinigungen, denen die Gesellschaft angehört, übernehmen.	The Management Board Member may, at the request of the Company, assume, in addition to the offices already held by him, further offices as managing director, supervisory board member or similar functions in companies in which the Company holds a direct or indirect interest, as well as functions in associations in which the Company is a member.
Bei seinem Ausscheiden aus dem Vorstandsamt hat das Vorstandsmitglied die ausschließlich aufgrund seiner Stellung in der Gesellschaft übernommenen Geschäftsführerämter, Aufsichtsratsmandate oder ähnliche Funktionen sowie Funktionen in Vereinigungen zur Verfügung zu stellen. Auf Wunsch der Gesellschaft hat er sich dafür einzusetzen, dass eine andere von der Gesellschaft genannte Person an seine Stelle tritt. Das Vorstandsmitglied ist jederzeit zur Niederlegung eines ausschließlich aufgrund seiner Stellung in der Gesellschaft übernommenen Geschäftsführeramtes, Aufsichtsratsmandates oder ähnlicher Funktionen sowie Ehrenämter verpflichtet, wenn er durch die Gesellschaft hierzu aufgefordert wird. Jeweils vor der Übernahme eines Amtes oder Mandates wird festgestellt, ob es sich bei dem Amt oder Mandat um eine ausschließlich aufgrund der Stellung in der Gesellschaft übernommene Tätigkeit handelt.	When ceasing to hold office as Management Board member, the Management Board Member shall resign from any offices as managing director, supervisory board member or similar functions as well as from any functions in associations that he has assumed exclusively as a result of his position in the Company. At the request of the Company, he shall procure that he is replaced by another person specified by the Company. The Management Board Member shall, at the request of the Company, resign at any time from any offices as managing director, supervisory board member or similar functions and from an honorary offices that he has assumed exclusively as a result of his position in the Company. Before the assumption of any office, it shall be determined whether such office is a function assumed exclusively as a result of the position in the Company.
§ 2 Tätigkeitsumfang und Nebenbeschäftigung	§ 2 Scope of Work and Secondary Employment

<p>Das Vorstandsmitglied hat seine ganze Arbeitskraft ausschließlich der Gesellschaft und den mit ihr verbundenen Unternehmen zu widmen und deren Interessen und Belange unter Beachtung größter Sorgfalt jederzeit zu wahren und zu fördern. Das Vorstandsmitglied ist insbesondere jederzeit berechtigt, für die Diebold Nixdorf sowie mit der Diebold Nixdorf verbundenen Unternehmen tätig zu werden. Die Übernahme von Mandaten bei mit der Diebold Nixdorf verbundenen Unternehmen die nicht zugleich abhängige Unternehmen der Gesellschaft sind, wird das Vorstandsmitglied dem Vorsitzenden des Aufsichtsrates regelmäßig auf Verlangen der Gesellschaft anzeigen. Im Übrigen gilt - soweit rechtlich zwingend - die Regelung des § 88 AktG.</p>	<p>The Management Board Member shall dedicate his full work capacity exclusively to the Company and its affiliates and shall at any time preserve and promote these interests and concerns with greatest care. In particular the Management Board Member is authorized at any time to provide services also to Diebold Nixdorf and to affiliated companies of Diebold Nixdorf. The Management Board Member will inform the chairman of the Supervisory Board (regularly upon request of the Company) if he accepts mandates in affiliated companies of Diebold Nixdorf, which are not controlled by the Company. Without prejudice to the foregoing, the rules set forth in section 88 of the German Stock Corporation Act apply to the extent legally mandatory.</p>
<p>Bei Veröffentlichungen und Vorträgen in seiner Funktion als Mitglied des Vorstands der Gesellschaft wird das Vorstandsmitglied stets die Interessen der Gesellschaft wahren.</p>	<p>In publications and presentations made in his capacity as a member of the Management Board of the Company, the Management Board Member shall always protect the interests of the Company.</p>
<p>§ 3 Geheimhaltung, Herausgabe und Erfindungen</p>	<p>§ 3 Confidentiality, Return of Material and Inventions</p>
<p>Bezüglich der Verschwiegenheitspflicht und dem Umgang mit Unterlagen und anderen Gegenständen der Gesellschaft gelten die Vorgaben des deutschen Aktienrechts sowie des zwischen der Gesellschaft und der Diebold Holding Germany Inc. & Co. KGaA geschlossenen Beherrschungs- und Gewinnabführungsvertrages (inklusive etwaig darunter erlassenen Weisungen). Im Rahmen des rechtlich Zulässigen darf das Vorstandsmitglied Informationen, die ihm durch seine Vorstandstätigkeit bekannt geworden sind, auch im Rahmen seiner Tätigkeit für die Diebold Nixdorf und/oder für mit der Diebold Nixdorf verbundene Unternehmen verwenden und weitergeben.</p>	<p>In relation to obligations to confidentiality and with respect to the treatment of materials and other assets of the Company the provisions of German stock corporation law and the domination and profit and loss transfer agreement entered into by and between the Company and Diebold Holding Germany Inc. & Co. KGaA (including directions issued thereunder) shall apply. To the extent legally permissible the Management Board Member may use and disclose information which he received or gained knowledge of in serving as a Management Board Member also in connection with its services rendered for Diebold Nixdorf and/or associated undertakings of Diebold Nixdorf.</p>
<p>§ 4 Vergütung, Arbeitsunfähigkeit und Tod</p>	<p>§ 4 Remuneration, Incapacity for Work and Death</p>
<p>Das Vorstandsmitglied erhält für seine Tätigkeit als Vorstand der Gesellschaft keine Vergütung oder sonstige Leistungen (inklusive Leistungen im Fall der Arbeitsunfähigkeit oder des Todes, Versicherungsleistungen, etc). Mit der von Diebold Nixdorf gewährten Vergütung ist die gesamte Tätigkeit des Vorstandsmitglieds für die Gesellschaft abgegolten. Insbesondere besteht kein Anspruch auf Vergütung von Mehrarbeit.</p>	<p>The Management Board Member will receive no remuneration or other consideration (including benefits in case of incapacity of work or death, etc) for his services as member of the Management Board of the Company. The remuneration granted by Diebold Nixdorf shall be deemed to cover the entire work performed by the Management Board Member for the Company. In particular, the Management Board Member is not entitled to any remuneration for overtime work</p>
<p>§ 5 Urlaub</p>	<p>§ 5 Vacation</p>

<p>Mit den im Rahmen des Anstellungsverhältnisses mit Diebold Nixdorf vereinbarten Urlaubsansprüchen sind Urlaubsansprüche des Vorstandsmitglieds gegenüber der Gesellschaft vollständig abgegolten. Ein darüberhinausgehender Urlaubsanspruch gegenüber der Gesellschaft besteht nicht.</p>	<p>The entitlement to vacation agreed in the service agreement with Diebold Nixdorf shall be deemed to cover any entitlement to vacation of the Management Board Member vis-à-vis the Company. There is no additional entitlement to vacation vis-à-vis the Company.</p>
<p>Ein von Diebold Nixdorf gewährter Urlaub gilt auch im Verhältnis zu der Gesellschaft. Die Urlaubszeit ist im Einvernehmen mit den übrigen Vorstandsmitgliedern der Gesellschaft abzustimmen.</p>	<p>Any vacation granted by Diebold Nixdorf shall also apply in relation to the Company. The timing of the vacation shall be agreed with the other members of the Management Board</p>
<p>Im Rahmen der unternehmerischen Verantwortung kann das Vorstandsmitglied unabhängig von einer formellen Beantragung und Genehmigung frei über den jährlichen Urlaub verfügen. Eine Abwesenheitserfassung ist insoweit nicht erforderlich und beschränkt sich auf ganztägige Abwesenheiten wegen Krankheit.</p>	<p>Within the scope of his entrepreneurial responsibility, the Management Board Member may take vacation time at its absolute discretion, regardless of any formal application and approval. No absence for vacation needs to be recorded, and only full-day absences for sickness shall be recorded.</p>
<p style="text-align: center;">§ 6 Verhalten bei Interessenkonflikten</p>	<p style="text-align: center;">§ 6 Dealing with Conflicts of Interest</p>
<p>Der Gesellschaft ist bewusst, dass das Vorstandsmitglied zugleich Senior Vice President und Chief Financial Officer von Diebold Nixdorf ist, und stimmt ausdrücklich seinem Mandat sowohl als Mitglied des Vorstands der Gesellschaft als auch als Senior Vice President und Chief Financial Officer von Diebold Nixdorf zu. Der Gesellschaft ist weiterhin bewusst, dass ein solches Doppelmandat Interessenkonflikte oder den Anschein von Interessenkonflikten hervorrufen kann. Um Interessenkonflikten vorzubeugen, die sich aus diesem Doppelmandat ergeben können, wird das Vorstandsmitglied sich ausschließlich an den Interessen der Gesellschaft orientieren, für die er bei der entsprechenden Handlung oder Entscheidung tätig wird.</p>	<p>The Company acknowledges that the Management Board Member will serve at the same time as Senior Vice President and Chief Financial Officer of Diebold Nixdorf and explicitly consents to his dual roles as member of the Company's management board (Vorstand) and as Senior Vice President and Chief Financial Officer of Diebold Nixdorf. The Company further acknowledges that such dual roles may create conflicts of interest or the appearance thereof. In order to prevent any conflicts of interests which may arise from such dual role, the Management Board Member shall exclusively serve the interests of that company on behalf of which he will take the relevant action or decision.</p>
<p>In Bezug auf (i) Streitigkeiten, die aus oder im Zusammenhang mit der Zusammenschlussvereinbarung der Gesellschaft und Diebold Nixdorf vom 23. November 2015 entstehen, (ii) Streitigkeiten und Maßnahmen im Zusammenhang mit dem Beherrschungs- und Gewinnabführungsvertrag mit der Diebold Holding Germany Inc. & Co. KGaA sowie (iii) durch die Diebold Nixdorf oder ihre verbundenen Unternehmen veranlasste Maßnahmen mit ggf. nachteiligem Charakter erkennt die Gesellschaft an, dass das Vorstandsmitglied keine Handlung in seiner Funktion als Mitglied des Vorstands der Gesellschaft wahrnehmen wird, sondern ausschließlich in seiner Funktion als Senior Vice President und Chief Financial Officer von Diebold Nixdorf im besten Interesse von Diebold Nixdorf handeln wird.</p>	<p>In relation to (i) disputes deriving from, or relating to, the Business Combination Agreement entered into between the Company and Diebold Nixdorf on 23 November 2015, (ii) disputes and measures in connection with the domination and profit and loss transfer agreement with Diebold Holding Germany Inc. & Co. KGaA, as well as (iii) potentially detrimental measures induced by Diebold Nixdorf or associated undertakings the Company acknowledges and agrees that the Management Board Member shall not take any action in his capacity as Management Board member but shall solely act in his capacity as Senior Vice President and Chief Financial Officer of Diebold Nixdorf and in the best interest of Diebold Nixdorf.</p>

<p>Unbeschadet des Vorstehenden wird im Fall eines sonstigen tatsächlichen oder vermeintlichen Interessenkonflikts zwischen der Gesellschaft und dem Vorstandsmitglied, ob persönlich oder in seiner jeweiligen Funktion als Mitglied des Vorstands oder als Senior Vice President und Chief Financial Officer von Diebold Nixdorf, wird das Vorstandsmitglied, soweit nach anwendbarem Recht zulässig, (i) derartige tatsächliche oder vermeintliche Interessenkonflikte dem Vorsitzenden des Aufsichtsrates der Gesellschaft und dem Vorsitzenden des Verwaltungsrates von Diebold Nixdorf mitteilen und (ii) diesen alle Informationen zu dem tatsächlichen oder vermeintlichen Interessenkonflikt zur Verfügung stellen. Die jeweiligen Vorsitzenden und das Vorstandsmitglied werden nach Treu und Glauben zusammenarbeiten, um jeden (möglichen) Interessenkonflikt aufzulösen und eine Lösung zu finden, die es dem Vorstandsmitglied ermöglicht, seine Sorgfalts- und Treuepflichten gegenüber Diebold Nixdorf und der Gesellschaft zu erfüllen. Eine derartige Lösung kann eine Stimmenthaltung des Vorstandsmitglieds bei einer Abstimmung über entsprechende Tagesordnungspunkte bei der Gesellschaft oder jede andere, von den Vorsitzenden und dem Vorstandsmitglied als geeignet angesehene Lösung sein.</p>	<p>Without prejudice to the foregoing, in the event of any other actual or perceived conflict of interest between the Company and the Management Board Member both in his individual capacity as well as in his role as Management Board member or as Senior Vice President and Chief Financial Officer of Diebold Nixdorf, the Management Board Member shall, to the extent permitted by applicable laws, (i) report any such actual or perceived conflict of interest to the Chairman of the Supervisory Board of the Company and to the chairman of Diebold Nixdorf's board of directors, and (ii) provide them with all information related to such actual or perceived conflict of interest. Together, the respective Chairmen and the Management Board Member shall cooperate in good faith to mitigate any (potential) conflicts of interest and to find a solution which will allow the Management Board Member to fulfill his duties of care and of loyalty in respect of each of Diebold Nixdorf and the Company. Such solution may include a recusal by the Management Board member from voting on respective agenda items of the Company, or other solutions as may be deemed appropriate by the Chairmen and the Management Board Member.</p>
<p style="text-align: center;">§ 7 Dauer und Beendigung des Dienstverhältnisses</p>	<p style="text-align: center;">§ 7 Term and Termination of this Service Agreement</p>
<p>Dieser befristete Vorstandsanstellungsvertrag läuft ab dem Zeitpunkt der Bestellung zum Vorstand der Gesellschaft für 3 Jahre. Er endet mit Ablauf des Dreijahreszeitraums, ohne dass es einer Kündigung bedarf.</p>	<p>This fixed-term Management Board Member's Service Agreement commences as from the time of appointment as member of the Management Board of the Company and shall continue in force for three years. It shall end upon expiry of the three-year period without any notice of termination being required.</p>
<p>Der Vorstandsanstellungsvertrag kann in beiderseitigem Einverständnis im Rahmen der gesetzlich zulässigen Zeitdauer verlängert werden. Hierzu bedarf es eines Aufsichtsratsbeschlusses über die Verlängerung der Bestellung zum Vorstandsmitglied. Soweit im Fall der Verlängerung nicht ausdrücklich etwas anderes vereinbart wird, gelten die zuletzt schriftlich niedergelegten Vertragsinhalte</p>	<p>The term of the Management Board Member's Service Agreement may be extended by mutual agreement between the parties up to the maximum term permitted by law. Such extension requires a resolution of the Supervisory Board on the extension of the appointment as Management Board member. In case of an extension, unless expressly agreed otherwise, the terms of this Service Agreement most recently agreed in writing shall apply.</p>

In jedem Fall der vorzeitigen Beendigung der Bestellung des Vorstandsmitglieds zum Mitglied des Vorstands - sei es insbesondere einvernehmlich, durch Widerruf oder durch Amtsniederlegung - ist die Gesellschaft - unbeschadet des Rechts zur außerordentlichen Kündigung dieses Vorstandsanstellungsvertrags aus wichtigem Grund - berechtigt, den Vorstandsanstellungsvertrag durch ordentliche Kündigung unter Beachtung der in § 622 BGB bestimmten Fristen vorzeitig zu beenden und das Vorstandsmitglied für eine etwaige Restlaufzeit von der Pflicht zur Arbeitsleistung freizustellen.	In each case of early termination of the appointment of the Management Board member as member of the Management Board - including but not limited to by mutual consent, revocation or resignation from office the Company may - without prejudice to its right to terminate this Management Board Member's Service Agreement for good cause - terminate this Management Board Member's Service Agreement without cause by giving notice in accordance with the notice periods pursuant to Section 622 of the German Civil Code (BGB) and may release the Management Board Member from its duty to perform services for any potential remainder of the term.
In jedem Fall der Beendigung des Anstellungsverhältnisses des Vorstandsmitglieds mit Diebold Nixdorf - sei es insbesondere einvernehmlich, durch Widerruf oder durch Amtsniederlegung - ist die Gesellschaft berechtigt, den Vorstandsanstellungsvertrag durch ordentliche Kündigung unter Beachtung der in § 622 BGB bestimmten Fristen vorzeitig zu beenden.	In each case of termination of the service agreement of the Management Board Member with Diebold Nixdorf - including but not limited to by mutual consent, revocation or resignation from office - the Company may terminate this Management Board Member's Service Agreement without cause by giving notice in accordance with the notice periods pursuant to Section 622 of the German Civil Code (BGB).
Eine Abfindung bei Beendigung des Dienstverhältnisses wird nicht gewährt.	In case of termination of this Service Agreement, no severance payment shall be made.
Die Beendigung des Dienstverhältnisses oder Freistellung hat keine Auswirkungen auf die nach diesem Vertrag fortbestehenden Verpflichtungen des Vorstandsmitglieds.	Any termination of this Service Agreement or any suspension shall not affect those duties of the Management Board Member which continue to apply.
Dieser Vorstandsanstellungsvertrag endet spätestens zum Ende des Monats, in dem das Vorstandsmitglied das 68. Lebensjahr vollendet	This Management Board Member's Service Agreement shall end at the latest at the end of the month in which the Management Board Member attains the age of 68.
§ 8 Auslagen, Steuern und Versicherung	§ 8 Expenses, Tax and Insurance
Reisekosten und sonstige Auslagen, die aus der Tätigkeit für die Gesellschaft entstehen, werden dem Vorstandsmitglied im Rahmen der steuerlich zulässigen Höchstbeträge vergütet. Im Einzelfall werden höhere Beträge gegen Nachweis erstattet. Die Reisekostenrichtlinie für Leitende Angestellte der Wincor Nixdorf International GmbH - welche ebenfalls in der Gesellschaft Anwendung findet - gilt auch für das Vorstandsmitglied.	Any travel and other expenses incurred by the Management Board Member in connection with the performance of his duties for the Company shall be reimbursed to him by the Company up to the maximum amounts permitted for tax purposes. In individual cases, higher amounts may be reimbursed upon presentation of receipts. The business travel expenses policy for executives of Wincor Nixdorf International GmbH - which also applies within the Company - also applies to the Management Board Member.

<p>Soweit aufgrund der Tätigkeit für die Gesellschaft die auf die nach den Anstellungskonditionen mit der Diebold Nixdorf vereinbarte Gesamtvergütung für die Tätigkeit des Vorstandsmitglieds für Gesellschaften der Diebold Nixdorf Gruppe anfallenden Ertragsteuern das Maß überschreiten, welches im Falle einer ausschließlichen Besteuerung des Einkommens in den Vereinigten Staaten von Amerika als Einkommen eines Executive Officers anfallen würde, verpflichtet sich die Gesellschaft das Vorstandsmitglied von einer solchen steuerlichen Mehrbelastung freizustellen (inklusive angemessener Kosten für die Beratung in Angelegenheiten des deutschen Rechts und des deutschen Steuerrechts). Die Gesellschaft wird darüber hinaus angemessene Kosten im Zusammenhang mit der Erstellung von Steuererklärungen in Deutschland übernehmen. Etwaig auf Zahlungen der Gesellschaft nach diesem § 8 Abs. (2) anfallende Steuern (z.B. Lohnsteuer) trägt die Gesellschaft.</p>	<p>To the extent due to the Member of the Management Board rendering services for the Company tax applicable to the Management Board Member's overall remuneration for services rendered for entities of Diebold Nixdorf Group under, or based on, his terms of employment with Diebold Nixdorf (including, for the avoidance of doubt, this Management Board Member's Service Agreement) exceeds the amount of tax that would be applicable to such overall remuneration if it were to be taxable solely in the United States of America as income of an executive officer in the United States of America, the Company agrees to indemnify the Management Board Member from and against any such exceeding tax liabilities on an after tax basis (including reasonable costs for advice on German law and German tax). Furthermore the Company will bear reasonable costs in connection with the preparation of tax returns in Germany. Tax applicable to payments pursuant to this section 8 para (2) (e.g. wage taxes) will be borne by the Company.</p>
<p>Die Gesellschaft wird für das Vorstandsmitglied eine eigenständige lokale Directors and Officers-Versicherung der Gesellschaft zur Absicherung gegen Risiken aus der persönlichen Haftung des Vorstandsmitglieds mit einem Selbstbehalt von 10% des Schadens bis zur Höhe des Eineinhalbfachen der dem Vorstandsmitglied für seine konzernweiten Tätigkeiten zugesagten festen jährlichen Vergütung abschließen und für die Dauer der Vorstandstätigkeit unterhalten; die Gesellschaft verpflichtet sich, den Schutz der vorstehend genannten oder einer dem Umfang und der Höhe nach gleichwertigen eigenständigen und lokalen D&O-Versicherung der Gesellschaft, vor der die gesamte Tätigkeit des Vorstandsmitglieds für die Gesellschaft umfasst ist, für einen Zeitraum von mindestens zehn Jahren nach der Beendigung der Mitgliedschaft im Vorstand der Gesellschaft aufrechtzuerhalten.</p>	<p>The Company will implement for the benefit of the Management Board Member a local and independent directors and officers liability insurance of the Company to cover risks arising from the personal liability of the Management Board Member with a deductible of 10% of the damage up to one and a half times the fixed annual remuneration of the Management Board member for its group wide services and will maintain such insurances during the term of the mandate; the Company shall ensure that insurance coverage under the aforementioned D&O policy (or another independent and local policy of the Company equivalent in scope and coverage) covering the entire services rendered by the Management Board Member for the Company shall be maintained for a period of not less than ten years following any termination of the membership in the Management Board.</p>
<p>§ 9 Schlussbestimmungen</p>	<p>§ 9 Final provisions</p>
<p>Änderungen, Ergänzungen und die Aufhebung dieses Vertrages bedürfen der Schriftform in deutscher Sprache; auf die Schriftform kann nur schriftlich verzichtet werden.</p>	<p>Any amendments and additions to this Agreement and a rescission of this Agreement shall be made in German language in writing; this written form requirement may only be waived in writing.</p>
<p>Sofern im Rahmen der Beschäftigungsbedingungen für Mitarbeiter des Leistungskreises Vergünstigungen zuerkannt sind oder werden, die in diesem Vertrag nicht ausdrücklich geregelt sind, gelten diese Vergünstigungen während ihrer zeitlichen Geltung im Leistungskreis entsprechend auch für das Vorstandsmitglied als vereinbart.</p>	<p>To the extent that any benefits not expressly agreed in this Agreement have been granted or will be granted to employees belonging to the service group (<i>Leistungskreis</i>) under their terms of employment, such benefits shall be deemed to apply mutatis mutandis to the Management Board Member for the period during which they apply in the service group.</p>

Sollten einzelne Bestimmungen des Vertrages ganz oder teilweise ungültig oder undurchführbar sein oder ihre Rechtsgültigkeit später verlieren, bleibt der Vertrag im Übrigen gültig. Anstelle der unwirksamen oder undurchführbaren Bestimmung soll, soweit rechtlich zulässig, eine andere angemessene Regelung gelten, die wirtschaftlich dem am nächsten kommt, was die Vertragspartner gewollt haben oder gewollt haben würden, wenn sie die Unwirksamkeit oder Undurchführbarkeit der Regelung bedacht hätten.	Should any provisions of this Agreement be invalid or unenforceable in whole or in part or become invalid, this shall not affect the other provisions of this Agreement. The invalid or unenforceable provision shall be replaced, to the extent permitted by law, by an appropriate provision that comes closest to the economic result that the parties intended or would have intended had they been aware of the invalidity or unenforceability of the provision.
Als ausschließlicher Gerichtsstand für alle Streitigkeiten aus diesem Vertrag wird, soweit gesetzlich zulässig, der Sitz der Gesellschaft vereinbart. Dieser Vertrag unterliegt dem Recht der Bundesrepublik Deutschland.	The exclusive place of jurisdiction for all disputes arising out of this Agreement shall be, to the extent permitted by law, the location of the Company's registered office. This Agreement shall be governed by the laws of the Federal Republic of Germany.
Nur die deutsche Fassung dieses Vertrages ist maßgeblich und verbindlich.	Only the German Version of this agreement shall be authoritative and binding.

Paderborn, den _____ 2017

(Ort / Place), (Datum / Date)

_____, den _____ 2017

(Ort / Place), (Datum / Date)

Vorsitzender des Aufsichtsrates

Diebold Nixdorf Aktiengesellschaft (Chairman
of the Supervisory Board of Wincor Nixdorf
Aktiengesellschaft)

Christopher A. Chapman

DIEBOLD NIXDORF, INCORPORATED AND SUBSIDIARIES
CERTIFICATION OF CHIEF EXECUTIVE OFFICER
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Andreas W. Mattes, certify that:

- 1) I have reviewed this quarterly report on Form 10-Q of Diebold Nixdorf, Incorporated;
- 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 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 and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 4, 2017

/s/ Andreas W. Mattes

Andreas W. Mattes

President and Chief Executive Officer
(Principal Executive Officer)

DIEBOLD NIXDORF, INCORPORATED AND SUBSIDIARIES
CERTIFICATION OF CHIEF FINANCIAL OFFICER
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Christopher A. Chapman, certify that:

- 1) I have reviewed this quarterly report on Form 10-Q of Diebold Nixdorf, Incorporated;
- 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 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 and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 4, 2017

/s/ Christopher A. Chapman

Christopher A. Chapman

Senior Vice President and Chief Financial Officer
(Principal Financial Officer)

DIEBOLD NIXDORF, INCORPORATED AND SUBSIDIARIES
CERTIFICATION OF CHIEF EXECUTIVE OFFICER PURSUANT TO SECTION 906
OF THE SARBANES-OXLEY ACT OF 2002, 18 U.S.C. SECTION 1350

In connection with the Quarterly Report on Form 10-Q of Diebold Nixdorf, Incorporated (Company) for the quarter ended March 31, 2017 as filed with the Securities and Exchange Commission on the date hereof (Report), I, Andreas W. Mattes, President and Chief Executive Officer, certify, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. Section 1350, that, to my knowledge:

- 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 results of operations of the Company as of the dates and for the periods expressed in the Report.

May 4, 2017

/s/ Andreas W. Mattes

Andreas W. Mattes

President and Chief Executive Officer
(Principal Executive Officer)

DIEBOLD NIXDORF, INCORPORATED AND SUBSIDIARIES
CERTIFICATION OF CHIEF FINANCIAL OFFICER PURSUANT TO SECTION 906
OF THE SARBANES-OXLEY ACT OF 2002, 18 U.S.C. SECTION 1350

In connection with the Quarterly Report on Form 10-Q of Diebold Nixdorf, Incorporated (Company) for the quarter ended March 31, 2017 as filed with the Securities and Exchange Commission on the date hereof (Report), I, Christopher A. Chapman, Senior Vice President and Chief Financial Officer, certify, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. Section 1350, that, to my knowledge:

- 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 results of operations of the Company as of the dates and for the periods expressed in the Report.

May 4, 2017

/s/ Christopher A. Chapman

Christopher A. Chapman
Senior Vice President and Chief Financial Officer
(Principal Financial Officer)