

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

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**FORM 8-K**

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

Date of Report (Date of earliest event reported): November 3, 2015

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**NCR CORPORATION**

(Exact name of registrant as specified in its charter)

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**Maryland**  
(State or other jurisdiction of  
incorporation or organization)

**001-00395**  
Commission File Number

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

**3097 Satellite Boulevard**  
**Duluth, Georgia 30096**  
(Address of principal executive offices and zip code)

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

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

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Item 1.01. Entry into a Material Definitive Agreement.**

As previously disclosed, on November 10, 2014, NCR Corporation (the “Company”) entered into an agreement (the “Agreement”) with Marcato Capital Management LP, Marcato, L.P., Marcato II, L.P., Marcato International Master Fund, Ltd. and Mr. Richard T. McGuire III (collectively, the “Marcato Group”), pursuant to which the Company agreed to appoint Mr. McGuire to the Company’s Board of Directors (the “Board”). Pursuant to the Agreement, Mr. McGuire agreed to resign from the Board seven business days prior to the end of the last day that the Company’s stockholders may timely notify the Company of a nomination or proposal to be properly brought before the Company’s 2016 annual meeting of stockholders pursuant to the Company’s Bylaws (which is November 13, 2015). However, the Agreement provides that the Company and Marcato may mutually agree to extend Mr. McGuire’s term on the Board for an additional year.

On November 3, 2015, the Company and the Marcato Group entered into an Extension Agreement (the “Extension”), pursuant to which they extended the term of the Agreement and Mr. McGuire’s term on the Board for an additional year. As a result of the extension, the Agreement will terminate seven business days prior to the end of the last day that the Company’s stockholders may timely notify the Company of a nomination or proposal to be properly brought before the Company’s 2017 annual meeting of stockholders pursuant to the Company’s Bylaws (which is expected to be in late October or early November 2016) or on such earlier date when Mr. McGuire ceases to serve as a director of the Company. All other terms of the Agreement remain in full force and effect.

A copy of the Extension Agreement is attached as Exhibit 99.1 and is incorporated herein by reference.

**Item 9.01. Financial Statements and Exhibits**

(d) Exhibits.

The following exhibits are attached with this Current Report on Form 8-K:

Exhibit No.	Description
99.1	Extension Agreement by and among NCR Corporation, Marcato Capital Management LP, Marcato, L.P., Marcato II, L.P., Marcato International Master Fund, Ltd. and Richard T. McGuire III, dated November 3, 2015

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## SIGNATURES

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

NCR Corporation

Name:  
Date: November 4, 2015 Title:

By:  
Edward Gallagher  
Senior Vice President,  
General Counsel and Corporate Secretary

/s/ Edward Gallagher

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## Index to Exhibits

The following exhibits are attached with this Current Report on Form 8-K:

<u>Exhibit No.</u>	<u>Description</u>
99.1	Extension Agreement by and among NCR Corporation, Marcato Capital Management LP, Marcato, L.P., Marcato II, L.P., Marcato International Master Fund, Ltd. and Richard T. McGuire III, dated November 3, 2015

## EXTENSION AGREEMENT

This Extension Agreement (this "Extension"), dated as of November 3, 2015, is by and among the person and each of the entities listed on Schedule A hereto (collectively, the "Marcato Group") and NCR Corporation, a Maryland corporation (the "Company").

WHEREAS, the Company and the Marcato Group are parties to that certain Agreement dated as of November 10, 2014 (the "Agreement"; capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Settlement Agreement).

WHEREAS, pursuant to and as contemplated by Section 5 of the Agreement, the parties wish to extend the term of the Agreement as provided in this Extension.

NOW, THEREFORE, in consideration of and reliance upon the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Extension.

The term of the Agreement is hereby extended in accordance with Section 5 thereof to the earlier of (i) the date that is seven business days prior to the end of the last day that stockholders of the Company may timely notify the Company of a nomination or proposal to be properly brought before the 2017 annual meeting of the Company's stockholders (the "2017 Meeting") pursuant to the Company's Amended and Restated Bylaws and (ii) the date that Designee ceases to serve as a director of the Company. All references in the Agreement to the Nomination Deadline Date shall refer to the last day that stockholders of the Company may timely notify the Company of a nomination or proposal to be properly brought before the 2017 Meeting.

2. Miscellaneous.

Except to the extent that any matters are mandatorily subject to the laws of the State of Maryland, this Extension shall be governed in all respects, including validity, interpretation and effect, by the laws of the state of New York applicable to contracts executed and to be performed wholly within such state without giving effect to the choice of law principles of such state.

The Agreement, as extended pursuant to this Extension, and the Confidentiality Agreement contain the entire understanding of the parties hereto with respect to the subject matter thereof and hereof.

This Extension may be executed in two or more counterparts which together shall constitute a single agreement.

[The remainder of this page has been left blank intentionally.]

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IN WITNESS WHEREOF, each of the parties has executed this Extension, or caused the same to be executed, by its duly authorized representative as of the date first above written.

**NCR Corporation**

By: /s/ Edward Gallagher

Name: Edward Gallagher

Title: Senior Vice President, General Counsel and  
Secretary

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**Marcato Capital Management LP**

By: /s/ Richard T. McGuire III

Name: Richard T. McGuire III

Title: Managing Partner

**Marcato, LP**

By: /s/ Richard T. McGuire III

Name: Richard T. McGuire III

Title: Authorized Signatory

**Marcato II, LP**

By: /s/ Richard T. McGuire III

Name: Richard T. McGuire III

Title: Authorized Signatory

**Marcato International Master Fund, Ltd.**

By: /s/ Richard T. McGuire III

Name: Richard T. McGuire III

Title: Authorized Signatory

/s/ Richard T. McGuire III

**Richard T. McGuire III**

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## Schedule A

Marcato Capital Management LP

Marcato, L.P.

Marcato II, L.P.

Marcato International Master Fund, Ltd.

Richard T. McGuire III