

DIEBOLD INC
Form 424B3
February 09, 2016
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Filed Pursuant to Rule 424(b)(3)
Registration No. 333-208186

This document has neither been reviewed nor approved by the German Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht*) (BaFin). In connection with the voluntary takeover offer (*Freiwilliges Übernahmeangebot*) that is being made in accordance with the German Takeover Act (*Wertpapiererwerbs- und Übernahmegesetz*) and applicable regulations to acquire all ordinary shares in Wincor Nixdorf Aktiengesellschaft, Diebold, Incorporated (the Bidder) filed a German language exchange offer document with BaFin, which publication was approved by BaFin on February 4, 2016 (the Offer Document). The Offer Document and an English translation thereof that was neither reviewed nor approved by BaFin were published by the Bidder on February 5, 2016 on the internet at <http://www.Diebold.com> under *Company/Investor Relations*. This document and the English translation of the Offer Document that was published by the Bidder on the internet at <http://www.Diebold.com> on February 5, 2016 are identical in all substantive respects, except that this document includes under 35. Exhibits additional sections entitled *Unaudited Condensed Group Interim Financial Statements of Wincor Nixdorf Aktiengesellschaft for the Three Months Ended December 31, 2015 and Selected Explanatory Notes*, *Legal Matters*, *Experts*, *Incorporation by Reference*, and a copy of the Business Combination Agreement. In addition, this document does not include a report pursuant to paragraph 20.2 of Annex I of Commission Regulation (EC) No 809/2004. These modifications do not affect the Offer Document under which the offer is being made. Where this document makes reference to its publication pursuant to the German Takeover Act or that its publication has been approved by BaFin, such reference shall be deemed to relate to the Offer Document only.

Shareholders of Wincor Nixdorf Aktiengesellschaft, particularly shareholders with a place of residence, registered office or habitual abode outside of Germany, should pay particular attention to Section 1 of this Offer Document.

OFFER DOCUMENT

Voluntary Public Takeover Offer

(Combined Cash and Exchange Offer)

by

Diebold, Incorporated

Edgar Filing: DIEBOLD INC - Form 424B3

5995 Mayfair Road, P.O. Box 3077, North Canton, Ohio 44720-8077,

United States

to the shareholders of

Wincor Nixdorf Aktiengesellschaft

Heinz-Nixdorf-Ring 1, 33106 Paderborn,

Germany

to acquire all ordinary bearer shares of Wincor Nixdorf Aktiengesellschaft

without par value for

payment of 38.98

and

0.434 common shares of Diebold, Incorporated

for

each tendered share of Wincor Nixdorf Aktiengesellschaft

Acceptance Period:

February 5, 2016 to March 22, 2016, at 24:00 hours (Central European Time)

Wincor Nixdorf Shares: ISIN DE000A0CAYB2

Tendered Wincor Nixdorf Shares: ISIN DE000A169QN2

Diebold Shares: ISIN US2536511031

Common shares of Diebold, Incorporated are traded on the New York Stock Exchange under the symbol DBD.

The offer is subject to the satisfaction or, where permissible, waiver of certain conditions. Settlement of the offer and payment of the offer consideration will not be made until the regulatory condition has been satisfied (or waived). If the regulatory condition is not satisfied (or waived) on or prior to November 21, 2016, the offer will terminate and settlement will not occur. As a result, settlement of the offer and payment of the offer consideration may be made on a date that is significantly later than the expiration of the offer acceptance period (after which withdrawal rights will cease) or the expiration of the additional acceptance period, or may not occur.

Neither the U.S. Securities and Exchange Commission nor any U.S. state securities commission or regulatory authority has approved or disapproved of the securities to be issued in connection with the business

combination or passed upon the adequacy or accuracy of this document. Any representation to the contrary is a criminal offense under U.S. law.

Information about the exchange offer is contained in this exchange offer document, which we urge you to read. In particular, see Risk Factors beginning on page 1 in Annex 4 of this document.

Prospectus dated February 5, 2016.

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This offer document (the **Offer Document**) describes the voluntary public takeover offer by way of a combined cash and exchange offer (the **Takeover Offer**) made by Diebold, Incorporated, registered under the laws of the state of Ohio, United States and with its principal executive offices at 5995 Mayfair Road, P.O. Box 3077, North Canton, Ohio 44720-8077, United States (the **Bidder** , and together with its subsidiaries and affiliated companies, the **Diebold Group**), to the shareholders of Wincor Nixdorf Aktiengesellschaft, with its registered office in Paderborn, Germany, registered with the commercial register (*Handelsregister*) of the Local Court Paderborn under registration number HRB 6846 (the **Target** or **Wincor Nixdorf** , and together with its subsidiaries and affiliated companies, the **Wincor Nixdorf Group**) (the shareholders of **Wincor Nixdorf**, the **Wincor Nixdorf Shareholders** and the ordinary bearer shares without par value of Wincor Nixdorf with the International Securities Identification Number (**ISIN**) DE000A0CAYB, the **Wincor Nixdorf Shares**).

The Takeover Offer is a voluntary public offer to acquire securities pursuant to the German Securities Acquisition and Takeover Act (*Wertpapiererwerbs- und Übernahmegesetz*, the **Takeover Act**) in conjunction with the German Regulation on the Content of the Offer Document, Consideration for Takeover Offers and Mandatory Offers and the Release from the Obligation to Publish and Issue an Offer (*Verordnung über den Inhalt der Angebotsunterlage, die Gegenleistung bei Übernahmeangeboten und Pflichtangeboten und die Befreiung von der Verpflichtung zur Veröffentlichung und zur Abgabe eines Angebots* WpÜG-Angebotsverordnung, the **Takeover Offer Regulation**). The Takeover Offer is exclusively carried out in accordance with German law and applicable provisions of the securities laws of the United States of America (the **United States**), including the U.S. Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder (the **Exchange Act**) and the U.S. Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder (the **Securities Act**).

Pursuant to applicable U.S. securities laws, including Section 5 of the Securities Act, and Rule 145 thereunder, the Bidder is required to file a registration statement on Form S-4 (the **Registration Statement**) with respect to the common shares (ISIN US2536511031) offered in this Takeover Offer (the **Diebold Offer Shares**). The Takeover Offer may only be settled after the U.S. Securities and Exchange Commission (the **SEC**) declares the Registration Statement effective. Once the Bidder has satisfactorily addressed all SEC comments in an amendment to the Registration Statement, the Bidder may request effectiveness and the SEC will declare the Registration Statement effective. The Diebold Offer Shares will be fully fungible with the other common shares of the Bidder (the Diebold Offer Shares and the other common shares of the Bidder together, the **Diebold Shares**), including with respect to dividend entitlements (based on the Bidder's quarterly dividend distribution) as well as voting rights, and the Diebold Offer Shares will be admitted to trading on the New York Stock Exchange (the **NYSE**) and all Diebold Shares will be admitted to trading on the Frankfurt Stock Exchange (*Frankfurter Wertpapierbörse*) (**Frankfurt Stock Exchange**). On the basis of the Early Commencement Rule (as defined in Section 10.2.2), the Bidder may begin the Takeover Offer pursuant to a preliminary prospectus filed with the SEC prior to the effectiveness of the Registration Statement (see Section 10.2).

Annex 4 contains information according to Section 2 no. 2 of the Takeover Offer Regulation in conjunction with Section 7 of the German Securities Prospectus Act (*Wertpapierprospektgesetz*, the **Securities Prospectus Act**) and the Commission Regulation (EC) No 809/2004 of April 29, 2004 implementing Directive 2003/71/EC of the European Parliament and of the European Council with regards to information contained in prospectuses as well as the format, incorporation by reference and publication of such prospectuses and dissemination of advertisements (the **EU**

Prospectus Regulation). **Annex 4** forms part of this Offer Document and should be read together with the main part of this Offer Document.

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With the exception of **Annex 1** (Financing Confirmation), **Annex 2** (List of Persons Acting in Concert with the Bidder (Subsidiaries of Diebold)), **Annex 3** (List of Persons Acting in Concert with the Target (Subsidiaries of Wincor Nixdorf)), **Annex 4** (Section 2 no. 2 of the Takeover Offer Regulation in conjunction with Section 7 Securities Prospectus Act) and **Annex 5** (Share Price and Liquidity Analysis), there are no further documents that form part of this Offer Document.

With this Takeover Offer, the Bidder is not making any public offer pursuant to any laws other than the laws of Germany and the laws of the United States. Consequently, unless required by mandatory law, no other announcements have been made, and no other registrations, approvals, admissions or authorizations have been applied for or granted, in respect of this Offer Document and/or the Takeover Offer outside Germany or the United States (with respect to the publication and dissemination of the Offer Document please refer to Section 1.5). As a result, the Wincor Nixdorf Shareholders cannot rely upon the application of foreign laws for investor protection.

1.2 Special Information for Wincor Nixdorf Shareholders whose place of residence, seat or habitual abode is in the United States

The Takeover Offer is being made in the United States in reliance on, and in compliance with, applicable provisions of Section 14(e) and Regulation 14E of the Exchange Act. The Takeover Offer refers to shares of a German company and is subject to the legal provisions of the Federal Republic of Germany regarding the implementation and disclosure requirements for such an offer which differ substantially from the corresponding legal provisions of the United States. For example, certain financial information in this Offer Document has been determined in accordance with the International Financial Reporting Standards (the **IFRS**) as adopted by the European Union and may therefore not be comparable to financial information relating to U.S. companies and other companies whose financial information is determined in accordance with the Generally Accepted Accounting Principles of the United States (the **U.S. GAAP**). Furthermore, the payment and settlement procedure with respect to the Takeover Offer will comply with the relevant German rules which differ from payment and settlement procedures customary in the United States, particularly with regard to the payment date of the consideration.

1.3 Publication of the Decision to Launch a Takeover Offer

On November 23, 2015, the Bidder published its decision to launch the Takeover Offer under Section 10 para. 1 sentence 1 Takeover Act. The referenced publication of the Bidder is available on the internet at <http://www.diebold.com/> in the *Investor Relations* section.

1.4 Review of the Offer Document by BaFin

The German Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht*) (the **BaFin**) has reviewed this Offer Document in the German language and has approved its publication on February 4, 2016. The English translation has not been subject to review by the BaFin. No other documents form a part of this Takeover Offer.

This Takeover Offer is exclusively carried out in accordance with German law and certain applicable provisions of the securities laws of the United States (see Section 1.1). Registrations, admissions or approvals of this Offer Document and/or this Takeover Offer under any other laws have not been made so far and are not intended.

1.5 Publication and Dissemination of this Offer Document

The Bidder has published this Offer Document in German in accordance with Sections 34, 14 paras. 2 and 3 Takeover Act on February 5, 2016, by (i) making an announcement on the internet at <http://www.diebold.com/> in the *Investor Relations* section, and (ii) keeping copies available for distribution free of charge for all Wincor Nixdorf Shareholders through Deutsche Bank Aktiengesellschaft, Taunusanlage 12, 60325 Frankfurt am Main, Germany (inquiries by facsimile at +49 69 910 38794 or by email at

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dct.tender-offers@db.com) (the **Settlement Agent**). The Bidder has provided a non-binding English translation to the Wincor Nixdorf Shareholders in the same way. Only the German Offer Document, whose publication has been approved by BaFin on February 4, 2016, has binding effect for this Takeover Offer.

The announcement pursuant to Section 14 para. 3 sentence 1 no. 2 Takeover Act, regarding the availability of this Offer Document through the Settlement Agent for distribution free of charge and the internet address under which this Offer Document is published, was published by the Bidder in the Federal Gazette (*Bundesanzeiger*) on February 5, 2016.

Immediately after approval of the publication of the German Offer Document by BaFin, the non-binding English translation of this Offer Document will be filed by the Bidder with the SEC and will be available electronically through the SEC's Electronic Data Gathering, Analysis and Retrieval (**EDGAR**) system. The English translation of this Offer Document can be located on EDGAR at <http://www.sec.gov/edgar/searchedgar/companysearch.html>. On this website, search for Diebold Inc under company name. The English translation of this Offer Document is also available on the internet at <http://www.diebold.com/> in the *Investor Relations* section. In addition, the Settlement Agent keeps the non-binding English translation for distribution free of charge.

In addition, the U.S. Shareholders of Wincor Nixdorf can request, free of charge, the delivery of the English translation of this Offer Document to the United States either through the aforementioned internet address or by contacting the Settlement Agent using the aforementioned contact details. The Bidder will also announce by way of an English language press release via an electronically operated information distribution system in the United States where copies of this Offer Document will be available free of charge and at which internet address this Offer Document is published. The aforementioned publications serve the purpose of complying with the mandatory provisions of the Takeover Act and of complying with the Securities Act and the Exchange Act. In addition, in the United States, the Bidder has filed a Registration Statement with the SEC that includes a prospectus of the Bidder to be used in connection with the Takeover Offer made to U.S. shareholders of Wincor Nixdorf. After the Registration Statement is declared effective by the SEC, the prospectus will be available electronically through the SEC's EDGAR system at <http://www.sec.gov/edgar/searchedgar/companysearch.html>.

Except as set forth above, no publications of this Offer Document are intended.

This Offer Document has been prepared without taking into account any particular person's objectives, financial situation or needs. Therefore, Wincor Nixdorf Shareholders should, before acting based on the information contained in this Offer Document, consider such information with regard to their personal objectives, financial situation and needs as well as individual tax situation.

This Takeover Offer and this Offer Document shall not constitute the publication of an offer or an advertisement of an offer pursuant to laws and regulations of jurisdictions other than those of Germany and the United States. In particular, this Offer Document, or any summary or excerpt thereof, shall not be directly or indirectly distributed, disseminated or circulated outside Germany or the United States if and to the extent such distribution, dissemination or circulation is not in compliance with applicable foreign regulations, or depends on the issuance of authorizations, compliance with official procedures or any other legal requirements, and such conditions are not satisfied. The Bidder has not approved the publication, sending, distribution or dissemination of the Offer Document or other documents associated with the Takeover Offer by third parties outside the Federal Republic of Germany or the United States. The Bidder is not responsible for ensuring that the publication, distribution, dissemination or circulation of this Offer Document outside Germany and the United States is consistent with the provisions of legal systems other than those of Germany and the United States.

The Bidder makes this Offer Document available, upon request, to the respective custodian securities services companies that hold custody of the Wincor Nixdorf Shares (each, a **Custodian Bank**) for distribution to the Wincor Nixdorf Shareholders with domicile, registered office or habitual abode in Germany, the European Union, the European Economic Area and the United States only. The Custodian

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Banks may not otherwise publish, send, distribute or disseminate this Offer Document, unless this takes place in accordance with all applicable domestic and foreign legal provisions.

1.6 Acceptance of the Takeover Offer outside Germany and the United States

The acceptance of the Takeover Offer outside Germany and the United States may be subject to legal restrictions.

The Takeover Offer may be accepted by all domestic and foreign Wincor Nixdorf Shareholders (including those with domicile, registered office or habitual abode in Germany, the European Union, the European Economic Area and the United States) in accordance with this Offer Document and the relevant applicable legal provisions. Wincor Nixdorf Shareholders who come into possession of this Offer Document outside of Germany and the United States and/or who wish to accept the Takeover Offer outside of Germany and the United States are advised to inform themselves of the relevant applicable legal provisions and to comply with them. Neither the Bidder nor persons acting in concert with the Bidder within the meaning of Section 2 para. 5 sentences 1 and 3 Takeover Act assume responsibility for the admissibility of the acceptance of the Takeover Offer outside of Germany and the United States being permissible under the relevant applicable legal provisions.

Unless required by mandatory law, no action has been or will be taken in any jurisdiction other than Germany or the United States that would permit a public offering of the Diebold Offer Shares, or permit possession or distribution of this Offer Document or any advertising material relating to the Diebold Offer Shares, except as described in Section 1.5.

2. Notes on the Information Contained in this Offer Document

2.1 General

References to the time in this Offer Document refer to local time in Frankfurt am Main, Germany (Central European Time or Central European Summer Time), unless stated otherwise. References to a **Business Day** refer to a day other than a Saturday, Sunday or other day on which banks in Frankfurt am Main, Germany, or New York, New York, United States, are generally closed. To the extent that expressions such as *currently*, *at the present time*, *at the moment*, *now*, *at present* or *today* are used in this Offer Document, they refer to the point in time of publication of the Offer Document, except as otherwise expressly stated.

References to *€* refer to the legal currency of Germany and certain other member states of the European Union as from January 1, 1999; references to *\$* refer to the legal currency of the United States. References to *subsidiaries* relate to subsidiaries within the meaning of Section 2 para. 6 Takeover Act.

The Bidder has not authorized third parties to make statements about the Takeover Offer or this Offer Document. If third parties nevertheless make such statements, such statements shall neither be attributable to the Bidder, nor to persons acting jointly with the Bidder.

2.2 Status and Sources of Information Contained in this Offer Document

Unless expressly noted otherwise, all information and statements on intentions and all other information in this Offer Document are based on the knowledge or the intention of the Bidder at the time of the publication of this Offer Document.

The information regarding Wincor Nixdorf and Wincor Nixdorf Group contained in this Offer Document is based, among other things, on information made available during due diligence that was carried out prior to the conclusion of the Business Combination Agreement (as defined in Section 7.3). The due diligence was limited in time and scope due to the nature of the transaction (public takeover of a listed company); it was carried out between September and November 2015 and covered financial, legal and operational matters (see also Section 7.1). Additional information was provided to the Bidder by Wincor Nixdorf in the course of the preparation of the Registration Statement and this Offer Document, including oral information. In addition, information regarding Wincor Nixdorf and Wincor Nixdorf Group contained in this Offer Document is based on

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publicly accessible sources (such as published annual reports, annual financial statements, prospectuses, press releases or analyst presentations), in particular information published on internet at <http://www.wincor-nixdorf.com>, as well as Wincor Nixdorf's articles of association (**Wincor Nixdorf Articles of Association**) and information derived from the commercial register, and the Business Combination Agreement (as defined in Section 7.3). Beyond the aforementioned due diligence and discussion with Wincor Nixdorf management and advisors, the Bidder did not review all information independently. The Bidder cannot rule out that the information about Wincor Nixdorf and Wincor Nixdorf Group described in this Offer Document has changed since its publication.

2.3 Forward-Looking Statements

This Offer Document and the documents referred to in it contain certain forward-looking statements. These statements do not represent facts and are characterized by words such as *expect*, *believe*, *estimate*, *intend*, *aim*, *assume* or similar words. Such statements express the intentions, opinions or current expectations of the Bidder, persons acting in concert with it within the meaning of Section 2 para. 5 sentences 1 and 3 Takeover Act, as well as their subsidiaries, with respect to possible future events, *e.g.*, regarding possible consequences of the Takeover Offer for Wincor Nixdorf and the Wincor Nixdorf Shareholders or for future financial results of Wincor Nixdorf.

Such forward-looking statements are based on current plans, estimates and forecasts which the Bidder, the persons acting in concert with it within the meaning of Section 2 para. 5 sentences 1 and 3 Takeover Act, as well as their subsidiaries, have made to the best of their knowledge, but which do not claim to be correct in the future. Forward-looking statements are subject to risks and uncertainties that are difficult to predict and generally cannot be influenced by the Bidder, the persons acting in concert with it within the meaning of Section 2 para. 5 sentences 1 and 3 Takeover Act, as well as their subsidiaries. The forward-looking statements contained in this Offer Document could turn out to be incorrect and future events and developments could considerably deviate from the forward-looking statements contained in this Offer Document.

It is possible that the Bidder may change its intentions and the estimates outlined in this Offer Document after the publication of this Offer Document, subject to existing contractual agreements.

2.4 No Updates

The Bidder will only update this Offer Document to the extent permissible and required under the Takeover Act, and will comply with its obligations under United States law in accordance with the Exchange Act to inform security holders of any material change in the information published, sent or given to security holders. The Bidder will also, as applicable, publish additional accompanying information regarding the Takeover Offer, which will be made available on the internet at <http://www.diebold.com> in the *Investor Relations* section, and will file such information in English on the SEC's website under the link to the EDGAR system described in Section 1.5.

3. Summary of the Takeover Offer

The following summary contains an overview of selected information provided in this Offer Document. It is supplemented by, and should be read in conjunction with, the information and particulars set out elsewhere in this Offer Document. Therefore, this summary does not contain all information that may be relevant for Wincor Nixdorf Shareholders. Thus, Wincor Nixdorf Shareholders should carefully read the entire Offer Document.

Wincor Nixdorf Shareholders, particularly Wincor Nixdorf Shareholders with a place of residence, registered office or habitual abode outside Germany, should pay particular attention to the information set out in Section 1 of this Offer Document, General Information on the Implementation of the Takeover Offer, Particularly for Shareholders with a Place of Residence, Registered Office or Habitual Abode Outside Germany .

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Bidder:	Diebold, Incorporated, 5995 Mayfair Road, P.O. Box 3077, North Canton, Ohio, 44720-8077, United States.
Target:	Wincor Nixdorf Aktiengesellschaft, Heinz-Nixdorf-Ring 1, 33106 Paderborn, Germany.
Subject matter of the Takeover Offer:	Acquisition of all ordinary bearer shares, without par value (<i>auf den Inhaber lautende Stammaktien ohne Nennbetrag</i>) of Wincor Nixdorf with the ISIN DE000A0CAYB2, each representing a pro-rata amount of the share capital of 1.00 and each with full dividend rights and all ancillary rights associated therewith at the time of completion of the Takeover Offer.
Offer Consideration:	<p>For each Wincor Nixdorf Share, 38.98 in cash (the Cash Component) and 0.434 common shares of the Bidder (Diebold Offer Shares) (ISIN US2536511031) (the Share Component), together with the Cash Component, the Offer Consideration).</p> <p>The Diebold Offer Shares will be issued pursuant to a resolution of the board of directors of the Bidder dated as of November 21, 2015, which will authorize certain authorized persons to issue the Diebold Offer Shares on behalf of the Bidder subject to the satisfaction or waiver of certain conditions (as described in the Section <i>Issuance of Diebold Offer Shares</i> below).</p>
Issuance of Diebold Offer Shares:	<p>As of the date of the publication of this Offer Document, the Bidder is authorized to issue up to 125,000,000 common shares each with a par value of \$1.25, of which a total of 79,716,861 common shares have been issued.</p> <p>By resolution of the board of directors of the Bidder dated as of November 21, 2015, the board of directors of the Bidder determined that, subject to the satisfaction or, where permissible, waiver of the Closing Conditions (as defined in Section 11.1), the Diebold Offer Shares be set aside, reserved and authorized for issuance in connection with the consummation of the Takeover Offer. The board of directors of the Bidder further resolved, subject to the satisfaction or, where permissible, waiver of the Closing Conditions (as defined in Section 11.1), among other things, that the Bidder, acting through certain authorized officers or each of them individually, or their designees or agents, be authorized and empowered to issue the Diebold Offer Shares pursuant to and on the terms set forth in the Business Combination Agreement (as defined in Section 7.3) and this Offer Document without further action by the board of directors (the Issuance of Diebold Offer Shares).</p>
Acceptance:	<p>The acceptance of the Takeover Offer must be declared in writing to the respective Custodian Bank within the Acceptance Period (as defined in Section 4.2) or the Additional Acceptance Period (as defined in Section 4.4), respectively. The acceptance will become valid with the timely transfer of the Wincor Nixdorf Shares tendered within the Acceptance Period or the Wincor Nixdorf Shares tendered within the Additional Acceptance Period to ISIN DE000A169QN2 (WKN A16 9QN) at Clearstream Banking AG, Frankfurt (Clearstream).</p> <p>If the acceptance is declared within the Acceptance Period (as defined in Section 4.2) or the Additional Acceptance Period (as defined in Section 4.4) to the</p>

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Custodian Bank, the transfer of Wincor Nixdorf Shares at Clearstream shall be deemed effected on time if the transfer has been effected no later than by

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6:00 p.m. (Central European Time / Central European Summer Time) on the second Business Day after the expiration of the Acceptance Period or after the expiration of the Additional Acceptance Period.

Withdrawal Rights: Prior to the expiration of the Acceptance Period, Wincor Nixdorf Shareholders may at any time withdraw from the agreements that were concluded as a consequence of the acceptance of the Takeover Offer.

Acceptance Period: The Acceptance Period (as defined in Section 4.2) of the Takeover Offer starts on February 5, 2016 and ends on March 22, 2016 at 24:00 hours (Central European Time). This period may be extended.

Additional Acceptance Period: The Additional Acceptance Period (as defined in Section 4.4) is expected to begin on March 30, 2016 and to expire on April 12, 2016, at 24:00 hours (Central European Summer Time).

Closing Conditions: This Takeover Offer and the agreements resulting from its acceptance will only be consummated if the following Closing Conditions (as defined in Section 11.1) are satisfied or effectively waived by the Bidder before the default of the respective Closing Condition (see Section 11.3):

1. Regulatory Condition

After publication of this Offer Document and no later than November 21, 2016, the transactions contemplated by this Takeover Offer have been approved by the competent antitrust authorities (each an **Antitrust Authority**) in the following jurisdictions or the statutory waiting periods in the following jurisdictions have lapsed, with the result that the transactions contemplated by this Takeover Offer may be completed:

(1) Austria, Poland, Portugal, Slovakia and Spain and/or the European Union, if and to the extent the European Commission has authority pursuant to Council Regulation (EC) No. 139/2004 of January 20, 2004;

(2) The United States of America;

(3) Brazil;

(4) China;

(5) Russia; and

(6) Turkey.

2. Registration Statement Condition

The Registration Statement regarding the Diebold Offer Shares:

(1) has been declared effective by the SEC between the publication of this Offer Document and the expiration of the Acceptance Period (as defined in Section 4.2); and

(2) at the expiration of the Acceptance Period is not the subject of any stop order by the SEC pursuant to Section 8(d) of the Securities Act or any proceeding initiated by the SEC seeking such a stop order.

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3. Minimum Tender Condition

At the time of the expiration of the Acceptance Period (as defined in Section 4.2), the sum of the number of

(1) Tendered Wincor Nixdorf Shares (as defined in Section 12.2(2)) (including those Wincor Nixdorf Shares for which the acceptance of this Takeover Offer has been declared during the Acceptance Period (as defined in Section 4.2) but only becomes effective after the end of the Acceptance Period (as defined in Section 4.2) by transferring the Wincor Nixdorf Shares to ISIN DE000A169QN2 (WKN A16 9QN)) for which the right to withdrawal, if any, has not been validly exercised in accordance with this Offer Document,

(2) Wincor Nixdorf Shares held directly by the Bidder, any member of Diebold Group or any person acting in concert with the

Bidder within the meaning of Section 2 para. 5 Takeover Act (excluding, for the avoidance of doubt, any Wincor Nixdorf Treasury Shares),

(3) Wincor Nixdorf Shares that must be attributed to the Bidder or any member of Diebold Group in accordance with Section 30 Takeover Act, and

(4) Wincor Nixdorf Shares for which the Bidder, any member of Diebold Group or any person acting in concert with the Bidder within the meaning of Section 2 para. 5 Takeover Act has entered into an agreement outside of this Takeover Offer, giving them the right to demand the transfer of title of such Wincor Nixdorf Shares,

(Wincor Nixdorf Shares that fall within the scope of several of the Sections 3(1) through (4) are counted only once) equals at least 22,362,159 Wincor Nixdorf Shares (approximately 67.6 percent of all Wincor Nixdorf Shares existing at the time of approval of the publication of this Offer Document by BaFin) (the **Minimum Acceptance Rate**).

4. No Market Material Adverse Change Condition

(1) Between the publication of this Offer Document and the expiration of the Acceptance Period (as defined in Section 4.2), trading on the Frankfurt Stock Exchange shall not have been suspended for more than three consecutive trading days for all shares admitted to trading on the entire Frankfurt Stock Exchange.

(2) Furthermore, the closing quotations of the DAX (ISIN DE0008469008), as determined by Deutsche Börse AG, Frankfurt am Main, Germany, or a successor thereof, and published on its website (currently: www.deutsche-boerse.com), of the two trading days prior to the end of the Acceptance Period (as defined in Section 4.2) are no more than 28.5 percent below the closing quotation of the DAX on the trading day immediately preceding the day of approval of the publication of this Offer Document by BaFin (namely, not below 6,745.90 points).

The Closing Conditions in Sections 4(1) and 4(2) constitute independent Closing Conditions.

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5. No Wincor Nixdorf Material Adverse Change Condition

Between the publication of this Offer Document and the expiration of the Acceptance Period (as defined in Section 4.2) neither

(1) Wincor Nixdorf has published new circumstances pursuant to Section 15 Securities Trading Act (*Wertpapierhandelsgesetz*, the **Securities Trading Act**), nor

(2) circumstances have occurred that would have had to be published by Wincor Nixdorf pursuant to Section 15 Securities Trading Act or that Wincor Nixdorf did not publish because of a self-exception pursuant to Section 15 para. 3 Securities Trading Act,

that, in case of a one-time event, result in a negative effect on the annual EBITDA (as defined in Wincor Nixdorf's annual report for the fiscal year ended September 30, 2015) of Wincor Nixdorf in an amount of at least 50 million, and/or, in case of a recurring event, result in a recurring negative effect on the annual EBITDA (as defined in Wincor Nixdorf's annual report for the fiscal year ended September 30, 2015) of Wincor Nixdorf in an amount of at least 18 million for the fiscal years 2015/2016, 2016/2017 and 2017/2018, or that, in each case, could reasonably be expected to have such effect (**Material Adverse Change**).

Whether a Material Adverse Change has occurred between the publication of this Offer Document and the expiration of the acceptance period will be determined exclusively by an expert opinion of the Independent Expert as set out in greater detail in Section 11.2. If (i) the Independent Expert (as defined in Section 11.2) confirms that a Material Adverse Change has occurred, (ii) this expert opinion of the Independent Expert has been received by the Bidder by the expiration of the acceptance period and (iii) the Bidder has published the receipt and result of this expert opinion of the Independent Expert no later than on the required date of publication pursuant to Section 23 para. 1 sentence 1 no. 2 Takeover Act, the Closing Condition as set out in this Section 5 shall be deemed not satisfied. In all other cases, the Closing Condition as set out in this Section 5 shall be deemed to have been satisfied.

6. No Material Compliance Violation

Between the publication of this Offer Document and the expiration of the Acceptance Period (as defined in Section 4.2) , no criminal or administrative offense (*Ordnungswidrigkeit*) relating to applicable corruption, anti-bribery, money-laundering or cartel laws (such a criminal or material administrative offense, a **Material Compliance Violation**) by a member of a governing body or officer of Wincor Nixdorf or a subsidiary of Wincor Nixdorf, while any such person was operating in their official capacity at, or on behalf of, Wincor Nixdorf or a subsidiary of Wincor Nixdorf is known to have occurred, if any such Material Compliance Violation constitutes insider information for Wincor Nixdorf pursuant to Section 13 Securities Trading Act or has constituted insider information prior to its publication.

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Whether a Material Compliance Violation has occurred between the publication of this Offer Document and the expiration of the acceptance period will be determined exclusively by an expert opinion of the Independent Expert as set out in greater detail in Section 11.2. If (i) the Independent Expert (as defined in Section 11.2) confirms that a Material Compliance Violation has occurred, (ii) this expert opinion of the Independent Expert has been received by the Bidder by the expiration of the acceptance period and (iii) the Bidder has published the receipt and result of the expert opinion of the Independent Expert no later than on the required date of publication pursuant to Section 23 para. 1 sentence 1 no. 2 Takeover Act, the Closing Condition as set out in this Section 6 shall be deemed not satisfied. Otherwise, the Closing Condition as set out in this Section 6 shall be deemed to have been satisfied.

7. No Increase of Share Capital; No Issuance of Wincor Nixdorf Treasury Shares

Between the publication of this Offer Document and the expiration of the Acceptance Period (as defined in Section 4.2):

- (1) Wincor Nixdorf shall not have increased its share capital; and

- (2) Wincor Nixdorf shall not have granted, delivered, sold, committed to sell or to transfer, or in any other way disposed of any or all of the Wincor Nixdorf Treasury Shares (as defined in Section 6.2.2).

The Closing Condition in Sections 7(1) and 7(2) constitute independent Closing Conditions. For the avoidance of doubt, the issuance of new stock options to management directors and employees does not constitute a default of this Closing Condition, even if in principle such stock options could be satisfied by delivery of treasury shares or conditioned capital pursuant to the terms and conditions of the existing stock option plans.

8. No Over-Indebtedness or Insolvency

Between the publication of this Offer Document and the expiration of the Acceptance Period (as defined in Section 4.2), Wincor Nixdorf does not publish pursuant to Section 15 Securities Trading Act that:

(1) Insolvency proceedings under German law have been opened in respect of the assets of Wincor Nixdorf or the management board of Wincor Nixdorf has applied for such proceedings to be opened; or

(2) There are grounds that would require an application for the opening of insolvency proceedings.

The Closing Conditions in Sections 8(1) and 8(2) constitute independent Closing Conditions.

9. No Superior Competing Offer

Between the publication of this Offer Document and the expiration of the Acceptance Period (as defined in Section 4.2), no competing offer by a third party within the meaning of Section 22 Takeover Act was announced pursuant to Section 10 para. 1 sentence 1 Takeover Act which according to an ad hoc notification by Wincor Nixdorf pursuant to Section 15 Securities Trading Act, (i) offers an overall consideration exceeding the consideration offered by this Takeover Offer, or (ii) is otherwise determined by the management board and the supervisory board of Wincor Nixdorf to be in the best interest of Wincor Nixdorf.

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10. No Prohibition or Illegality of the Takeover Offer or of the Business Combination

At the expiration of the Acceptance Period (as defined in Section 4.2), no temporary restraining order or preliminary or permanent injunction or other order of a competent governmental authority has been issued and is still in force or continues to exist in

- (1) a member state of the European Union;
- (2) the United States of America;
- (3) Brazil;
- (4) China;
- (5) Colombia;
- (6) Russia;
- (7) Turkey;
- (8) Canada;
- (9) Australia; or

(10) Japan

and prohibits or makes unlawful the business combination or the acquisition or direct or indirect ownership of Wincor Nixdorf Shares through the Bidder or Diebold KGaA and as a result prevents consummation of the Takeover Offer.

Settlement:

The Settlement Agent will arrange that all Diebold Offer Shares created through the Issuance of Diebold Offer Shares will be transferred through Clearstream and the respective Custodian Banks to the securities custody account of the Wincor Nixdorf Shareholders who accepted the Takeover Offer. The Settlement Agent will also arrange for the Cash Component to be credited through Clearstream and the respective Custodian Banks.

Prior to the time of delivery of the Diebold Offer Shares to the Wincor Nixdorf Shareholders under the Takeover Offer, the Bidder will apply for admission to trading of Diebold Offer Shares on the NYSE and on the Frankfurt Stock Exchange and of all Diebold Shares on the Frankfurt Stock Exchange. If all Closing Conditions have been satisfied by the end of the Additional Acceptance Period (as defined in Section 4.4) and the Takeover Offer has been settled without undue delay thereafter, the Bidder expects trading to begin immediately after delivery of the Diebold Offer Shares to the Wincor Nixdorf Shareholders having accepted the Takeover Offer (**Tendering Wincor Nixdorf Shareholders**), presumably on April 27, 2016. If the Regulatory Condition (as defined in Section 11.1.1), which may remain outstanding until November 21, 2016, has not been satisfied by the end of the Additional Acceptance Period (as defined in Section 4.4) (or waived until one working day prior to the end of the Acceptance Period (as defined in Section 4.2)), the settlement of the Takeover Offer will be delayed accordingly until satisfaction of this condition.

The Diebold Offer Shares will be transferred to the securities custody accounts of the Custodian Banks maintained at Clearstream no later than seven Business Days following the later of (i) the publication of the results of the Additional Acceptance Period (as defined in Section 4.4) pursuant to Section 23 para. 1 no. 3 Takeover Act or (ii) the satisfaction of the Regulatory Condition (as defined in Section 11.1.1) that may remain outstanding until November 21, 2016.

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In the course of the settlement, the Settlement Agent will transfer the Offer Consideration through Clearstream to the Custodian Banks, and the Custodian Banks will credit the Diebold Offer Shares (subject to the fractional shares rules in Section 12.4) in exchange for Tendered Wincor Nixdorf Shares (as defined in Section 12.2(2)) to the securities custody account of the relevant former Wincor Nixdorf Shareholder and credit the Cash Component per Tendered Wincor Nixdorf Share to the relevant account of the former Wincor Nixdorf Shareholder at the Custodian Banks. Simultaneously, Clearstream will transfer the Tendered Wincor Nixdorf Shares to the securities custody account of Diebold Holding Germany Inc. & Co. KGaA (**Diebold KGaA**), held by the Settlement Agent to the securities account of the Settlement Agent at Clearstream.

With the transfer of the Diebold Offer Shares and the Cash Component to the respective securities custody accounts and bank accounts of the Tendering Wincor Nixdorf Shareholders, the Bidder transfers ownership and pays, respectively, the Offer Consideration to the Tendering Wincor Nixdorf Shareholders and with the transfer of the Tendered Wincor Nixdorf Shares (as defined in Section 12.2(2)) to Diebold KGaA, the Tendering Wincor Nixdorf Shareholders transfer ownership of the Tendered Wincor Nixdorf Shares to Diebold KGaA.

If fractions of Diebold Offer Shares are created as a result of the acceptance of the Takeover Offer by Wincor Nixdorf Shareholders, these fractions will be disposed of by means of a fractional adjustment (*Spitzenverwertung*) and the former Wincor Nixdorf Shareholders so entitled will be paid in cash and the proceeds credited for any fractional shares of Diebold Offer Shares will be determined on the basis of the average proceeds per share. The resulting proceeds from these disposals will be credited to the accounts of the relevant Wincor Nixdorf Shareholders within ten Business Days after the deposit of the Diebold Offer Shares to the securities custody accounts of the former Wincor Nixdorf Shareholders has occurred. Because market prices of Diebold Shares will fluctuate, cash proceeds received by Wincor Nixdorf Shareholders in respect of their fractional shares may be different than an amount calculated based on the market price of a Diebold Share at the time of the settlement of the Takeover Offer.

Assuming the Announcement of Results (as defined in Section 18) occurs on April 15, 2016, and all Closing Conditions (as defined in Section 11.1) are satisfied up to this point or have been effectively waived by the Bidder by the end of the working day prior to the expiration of the Acceptance Period, the Diebold Offer Shares and the Cash Component would be expected to be credited by April 26, 2016, and the proceeds from the fractional adjustments would be expected to be credited by the respective Custodian Banks by May 11, 2016.

If the Regulatory Condition (as defined in Section 11.1.1), which may remain outstanding until November 21, 2016, is not satisfied by the end of the Additional

Acceptance Period and has not been effectively waived until one working day prior to the expiration of the Acceptance Period (as defined in Section 4.2), the settlement of the Takeover Offer will be delayed accordingly until satisfaction of this condition.

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If the Regulatory Condition (as defined in Section 11.1.1) is satisfied on the latest possible date, November 21, 2016, and has not been waived as of the expiration of the Acceptance Period, the Diebold Offer Shares and the Cash Component would be expected to be credited by November 30, 2016 and the proceeds from fractional adjustments would be expected to be credited by the respective Custodian Banks by December 14, 2016.

Costs of Acceptance:

Acceptance of the Takeover Offer is free of costs and expenses for the Wincor Nixdorf Shareholders who hold their Wincor Nixdorf Shares in German custody accounts (except for the costs of transmitting the Declaration of Acceptance (as defined in Section 12.2(1)) to the relevant Custodian Bank). For this purpose, the Bidder grants a market-standard commission to the Custodian Banks, communicated separately.

However, potential additional costs and expenses charged by Custodian Banks or foreign investment service providers, as well as applicable expenses incurred outside Germany, must be borne by the relevant Wincor Nixdorf Shareholders.

Trading:

The Bidder will ensure that the Tendered Wincor Nixdorf Shares (as defined in Section 12.2(2)) as well as Wincor Nixdorf Shares put to the Bidder (as defined in Section 15.5), if any, under the ISIN DE000A169QN2 (WKN A16 9QN) will be admitted to trading on the regulated market (*Regulierter Markt*) of the Frankfurt Stock Exchange no later than the third trading day after commencement of the Acceptance Period (as defined in Section 4.2). Trading in the Tendered Wincor Nixdorf Shares (as defined in Section 12.2(2)) as well as Wincor Nixdorf Shares put to the Bidder (as defined in Section 15.5), if any, on the regulated market (*Regulierter Markt*) of the Frankfurt Stock Exchange is expected to cease after the end of the regular stock exchange trading hours one working day after satisfaction of the last Closing Condition (as defined in Section 11.1) or, if later, one working day after the expiry of the Additional Acceptance Period (as defined in Section 4.4).

Wincor Nixdorf Shares that have not been tendered will continue to be traded under ISIN DE000A0CAYB2 (WKN A0C AYB).

ISIN:

Wincor Nixdorf Shares: ISIN DE000A0CAYB2

Tendered Wincor Nixdorf Shares: ISIN DE000A169QN2

Diebold Shares: ISIN US2536511031

Publication:

The Bidder has published this Offer Document in German in accordance with Sections 34, 14 paras. 2 and 3 Takeover Act on February 5, 2016, by (i) making an

announcement on the internet at <http://www.diebold.com/> in the *Investor Relations* section, and (ii) keeping copies available for distribution free of charge for all Wincor Nixdorf Shareholders through Deutsche Bank Aktiengesellschaft, Taunusalage 12, 60325 Frankfurt am main, Germany (inquiries by facsimile at +49 69 910 38794 or by email at dct.tender-offers@db.com). The Bidder has provided a non-binding English translation to the Wincor Nixdorf Shareholders in the same way. Only the German Offer Document, whose publication has been approved by BaFin on February 4, 2016, has binding effect for this Takeover Offer.

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The announcement pursuant to Section 14 para. 3 sentence 1 no. 2 Takeover Act, regarding the availability of this Offer Document through the Settlement Agent for distribution free of charge and the internet address under which this Offer Document is published, was published by the Bidder in the Federal Gazette (*Bundesanzeiger*) on February 5, 2016.

This non-binding English translation of this Offer Document is (i) available electronically through the SEC's EDGAR system at <http://www.sec.gov/edgar/searchedgar/companysearch.html> and (ii) available on the internet at <http://www.diebold.com/> in the *Investor Relations* section and (iii) kept for distribution free of charge through the Settlement Agent.

In addition, the U.S. Shareholders of Wincor Nixdorf can request, free of charge, the delivery of the English translation of this Offer Document to the United States either through the aforementioned internet address or by contacting the Settlement Agent using the aforementioned contact details. The Bidder will also announce by way of an English language press release via an electronically operated information distribution system in the United States where copies of this Offer Document will be available free of charge and at which internet address this Offer Document is published. The aforementioned publications serve the purpose of complying with the mandatory provisions of the Takeover Act and of complying with the Securities Act and the Exchange Act.

In addition, in the United States, the Bidder has filed a Registration Statement with the SEC that includes a prospectus of the Bidder to be used in connection with the Takeover Offer made to U.S. Shareholders of Wincor Nixdorf. After the Registration Statement is declared effective by the SEC, the prospectus will be available electronically through the SEC's EDGAR system at <http://www.sec.gov/edgar/searchedgar/companysearch.html>.

All notifications and announcements required pursuant to the Takeover Act will also be published on the internet at <http://www.diebold.com/> in the *Investor Relations* section (in German as well as in English) and in German in the Federal Gazette (*Bundesanzeiger*). The Bidder will also file such notifications and announcements in English with the SEC and otherwise comply with its obligation under U.S. law with respect to informing security holders of any material change in the information published, sent or given to security holders.

Information Regarding

Tax

The taxation principles are set out in the section *Material German Tax Considerations* on pages 287 *et seq.* of **Annex 4** of this Offer Document. There you will find, among other things, detailed information on the domestic tax treatment of the Offer Consideration, which includes the Share Component and the Cash Component and will be paid to Wincor Nixdorf Shareholders with tax residency in Germany and abroad. **The Bidder recommends that every Wincor Nixdorf Shareholder, including German Retail Investors (as defined in Section 19), obtains tax advice regarding the relevant tax implications of accepting the**

Takeover Offer, particularly taking into account their individual tax situation, prior to accepting the Takeover Offer.

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4. Takeover Offer

4.1 Subject Matter

The Bidder hereby offers to all Wincor Nixdorf Shareholders to acquire all ordinary bearer shares, without par value (auf den Inhaber lautende Stammaktien ohne Nennbetrag) of Wincor Nixdorf with the ISIN DE000A0CAYB2, each representing a pro-rata amount of the share capital of 1.00 and each with full dividend rights and all ancillary rights associated therewith at the time of completion of the Takeover Offer, in accordance with the terms of this Offer Document.

The Bidder offers, for each Wincor Nixdorf Share, the Offer Consideration consisting of a payment of 38.98 (Cash Component) and 0.434 Diebold Offer Shares (Share Component).

If the acceptance of the Takeover Offer results in fractional share rights of Wincor Nixdorf Shareholders in Diebold Offer Shares, such fractional shares will be disposed of by means of a fractional adjustment (*Spitzenverwertung*) (see Sections 12.3 and 12.4) and the entitled former Wincor Nixdorf Shareholders will be paid in cash.

In this regard, the Custodian Bank and/or the Settlement Agent will aggregate the fractional rights in Diebold Offer Shares shortly after settlement of the Takeover Offer and sell them in the open market. The proceeds, determined on the basis of the average proceeds per Diebold Offer Share, will then be distributed to the entitled former Wincor Nixdorf Shareholders who have tendered Wincor Nixdorf Shares on a pro rata basis within ten Business Days after the deposit of Diebold Offer Shares in the accounts of the accepting Wincor Nixdorf Shareholders. Because market prices of Diebold Shares will fluctuate, cash proceeds received by Wincor Nixdorf Shareholders in respect of their fractional shares may be different than an amount calculated based on the market price of a Diebold Share at the time of the settlement of the Takeover Offer.

4.2 Acceptance Period

The period for acceptance of the Takeover Offer starts with the publication of this Offer Document on February 5, 2016. It expires on

March 22, 2016, at 24:00 hours (Central European Time).

The period for acceptance of the Takeover Offer may be extended as set out in more detail in Section 4.3 of this Offer Document.

The period of acceptance of the Takeover Offer, where applicable as extended in accordance with Section 4.3 of this Offer Document, is referred to in this Offer Document as the **Acceptance Period**.

4.3 Extension of the Acceptance Period

The Bidder may amend the Takeover Offer in accordance with Section 21 para. 1 Takeover Act up to one working day prior to the expiration of the Acceptance Period, *i.e.*, in the case of an expiration of the Acceptance Period on March 22, 2016, at 24:00 hours (Central European Time), until March 21, 2016 at 24:00 hours (Central European

Time).

If an amendment to the Takeover Offer is published within the last two weeks prior to the expiration of the Acceptance Period, the Acceptance Period will be extended by two weeks (according to Section 21 para. 5 Takeover Act) and in accordance with Rule 14e-1 of the Exchange Act and will end on April 5, 2016 at 24:00 hours (Central European Summer Time). This applies even if the amended Takeover Offer would be in violation of any laws.

If a competing offer within the meaning of Section 22 para. 1 Takeover Act is made by a third party during the Acceptance Period, and if the Acceptance Period for this Takeover Offer expires prior to the expiration of the Acceptance Period for such a competing offer, the expiration date of the Acceptance Period for this Takeover Offer will correspond (regardless of the Closing Condition in Section 11.1.9) to the date on

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which the Acceptance Period of the competing offer expires (Section 22 para. 2 Takeover Act). This also applies when the competing offer is amended, prohibited or violates any laws.

If a general shareholders meeting of Wincor Nixdorf is called in connection with the Takeover Offer after this Offer Document has been published, the Acceptance Period pursuant to Section 16 para. 3 Takeover Act will be ten weeks from the publication of this Offer Document. The Acceptance Period would then expire on April 15, 2016 at 24:00 hours (Central European Summer Time).

The Acceptance Period will be extended only in accordance with the events provided for in the Takeover Act. The Bidder will publish any extension of the Acceptance Period in accordance with Section 18 of this Offer Document.

4.4 Additional Acceptance Period pursuant to Section 16 Para. 2 Takeover Act

Wincor Nixdorf Shareholders who have not accepted the Takeover Offer during the Acceptance Period may still accept it within two weeks after the Bidder has published the results of the Takeover Offer pursuant to Section 23 para. 1 sentence 1 no. 2 Takeover Act (**Additional Acceptance Period**), if all of the Closing Conditions (as defined in Section 11.1) other than the Regulatory Condition (as defined in Section 11.1.1) have been satisfied or effectively waived before their default at the end of the Acceptance Period.

The possibility of accepting the Takeover Offer during the Additional Acceptance Period is therefore in particular only possible if the Closing Condition of obtaining the Minimum Acceptance Rate (see Section 11.1.3) is satisfied prior to the expiration of the Acceptance Period, unless this Closing Condition has been effectively waived. The Minimum Acceptance Rate may also be reduced.

Subject to an extension of the Acceptance Period in accordance with Section 4.3 of this Offer Document, the Additional Acceptance Period starts assuming publication of the results of this Takeover Offer pursuant to Section 23 para. 1 sentence 1 no. 2 Takeover Act occurs on March 29, 2016 on March 30, 2016 and ends on April 12, 2016, at 24:00 hours (Central European Summer Time). After the expiration of this Additional Acceptance Period, the Takeover Offer may no longer be accepted (except for a possible Put Right (as defined in Section 15.5) in accordance with Section 39c Takeover Act see Section 15.5).

The procedure which applies to the acceptance of this Takeover Offer within the Additional Acceptance Period is described in Section 12.6, in conjunction with Sections 12.2 through 12.5 of this Offer Document. The acceptance is thus made in due time if the respective Custodian Bank is notified of the acceptance within the Additional Acceptance Period and the transfer of Wincor Nixdorf Shares to Clearstream has been carried out under the ISIN DE000A169QN2, at the latest, by 6:00 p.m. (Central European Summer Time) on the second Business Day after the expiration of the Additional Acceptance Period.

5. Description of the Bidder

5.1 Legal Basis of the Bidder

The Bidder, Diebold, Incorporated was incorporated under the laws of the State of Ohio in August 1876, succeeding a proprietorship established in 1859. The Bidder has approximately 15,000 employees with business in more than 90 countries worldwide. The Bidder's principal executive offices are located at 5995 Mayfair Road, P.O. Box 3077, North

Canton, Ohio 44720-8077, United States and its telephone number at that location is +1(330) 490-4000.

5.2 Share Capital, Authorized Shares and Share-Based Compensation Awards

5.2.1 Share Capital

As of the date of the publication of this Offer Document, the Bidder had issued a total of 79,716,861 common shares each with a par value of \$1.25. Of these common shares 65,014,989 were outstanding as of the same date. The remaining 14,701,872 common shares were held by the Bidder as treasury shares.

The Bidder's common shares trade on the NYSE under ISIN US2536511031 and with the ticker symbol DBD.

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5.2.2 Authorized Shares and Issuance of Diebold Offer Shares

As of the date of the publication of this Offer Document, the Bidder is authorized to issue up to 125,000,000 common shares each with a par value of \$1.25, of which a total of 79,716,861 common shares have been issued (the **Authorized Shares**).

The Ohio Revised Code provides that the authorized number of shares of an Ohio corporation must be set forth in the articles of incorporation. Under the Bidder's amended and restated articles of incorporation (as amended and restated, the **Articles of Incorporation**), the Bidder was authorized to issue 26,000,000 shares consisting of 1,000,000 serial preferred shares without par value and 25,000,000 common shares each with a par value of \$1.25. A meeting of the shareholders of the Bidder held on April 3, 1996 resolved to amend the Articles of Incorporation to increase the Bidder's authorized number of common shares from 25,000,000 to 125,000,000, holding the par value at \$1.25 each.

Under the Ohio Revised Code, except as otherwise provided by law, the Articles of Incorporation or the code of regulations of a corporation, the directors of a corporation may determine the time when, the terms under which, and the considerations for which the corporation issues, disposes of or receives subscriptions for, its shares, including treasury shares. Under the Bidder's amended and restated code of regulations (as amended and restated, the **Code of Regulations**), the board of directors has the authority to make such rules and regulations as it deems expedient concerning the issuance, transfer and registration of certificates for shares and the shares represented thereby and may at any time, by resolution, provide for the opening of transfer books for the making and registration of transfers of shares of the Bidder in any state of the United States or in any foreign country, and may employ and appoint and remove, at its discretion, any agent or agents to keep the records of its shares or to transfer or to register shares, or to perform all of said functions, at any place that the board of directors may deem advisable.

However, the NYSE Rule 312.03(c) requires shareholder approval prior to the issuance of common stock, or securities convertible into or exercisable for common stock, if (i) the common stock has, or will have upon issuance, voting power equal to or in excess of 20 percent of the voting power outstanding before the issuance of such stock; or (ii) the number of shares of common stock to be issued is, or will be upon issuance, equal to or in excess of 20 percent of the number of shares of common stock outstanding before the transaction. Therefore, the Bidder will refrain from issuing Authorized Shares that exceed 19.91 percent of the outstanding Diebold Shares or a number of 12,940,236 shares.

By resolution of the board of directors of the Bidder adopted on November 21, 2015, the board of directors resolved that, subject to the satisfaction, or where permissible, waiver, of the Closing Conditions (as defined in Section 11.1), the Diebold Offer Shares be set aside, reserved and authorized for issuance in connection with the consummation of the Takeover Offer. The board of directors further resolved, among other things, that, subject to the satisfaction, or where permissible, waiver, of the Closing Conditions, the Bidder, acting through certain authorized officers or each of them individually, or their designees or agents, be authorized and empowered to issue the Diebold Offer Shares pursuant to and on the terms set forth in the Business Combination Agreement (as defined in Section 7.3) and this Offer Document without further action by the board of directors.

The Diebold Offer Shares for the Share Component are to be issued by way of stock issuance pursuant to the Articles of Incorporation and the Code of Regulation of the Bidder. The issuance of new shares is different from a capital increase in kind for contribution of Tendered Wincor Nixdorf Shares under German law (as described in Section 12.2(2)). As a result, the Diebold Offer Shares can be created prior to the transfer of the Tendered Wincor Nixdorf Shares (as described in Section 12.2(2)). The Diebold Offer Shares will be created in book-entry form by the transfer agent and registrar of the Bidder, Wells Fargo Shareowner Services, P.O. Box 64874, St. Paul, MN 55164-0874, United States, in a securities account with the Depository Trust Company (**DTC**) pursuant to issuance instructions by an authorized officer of the Bidder under the resolutions adopted by the board of directors on November 21, 2015. The effective issuance of the Diebold Offer Shares does not require registration with a court or a public register that could

be affected by the commencement of shareholder litigation. In contrast with the legal situation in

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Germany, this fact increases the certainty of the effective issuance of the Diebold Offer Shares. Diebold Offer Shares will be transferred through the custodial chain between DTC, Clearstream and the Custodian Banks. The Bidder expects that the transfer to Clearstream's direct securities account with DTC will be made via the DTC's Deposit and Withdrawal at Custodian (DWAC) service that allows participants to instruct DTC regarding deposit and withdrawal transactions being made directly in book entry form and reconcile the results of such transactions electronically on a daily basis. The Diebold Offer Shares will then be credited to the securities account of the Settlement Agent at Clearstream.

Tendering Wincor Nixdorf Shareholders will acquire Diebold Offer Shares as a pro rata property interest in the aggregate amount of Diebold Shares held by shareholders through their Custodian Banks, Clearstream and DTC in the custodial chain. Clearstream holds a direct securities custody account with DTC and a security entitlement will be established between DTC and Clearstream with respect to the Diebold Offer Shares, which is commercially similar to a right *in rem* of Clearstream. From a German law perspective, Tendering Wincor Nixdorf Shareholders participate in this security entitlement relating to the Diebold Shares as co-owners through their Custodian Banks and Clearstream. The beneficial ownership position of Tendering Wincor Nixdorf Shareholders under U.S. law is based on the custodial chain between DTC, Clearstream and the Custodian Banks. Beneficial owners are entitled to all rights of security holders in the same position, such as the right of disposal, voting rights, and dividend rights.

5.3 Overview of the Business Activities of Diebold Group

Diebold Group has two core lines of business: financial self-service and security solutions, which Diebold Group integrates based on its customers' needs.

The business of self-service solution for financial services relates in particular to automated teller machine (**ATM**). Diebold Group offers an integrated line of self-service technologies and services, including comprehensive ATM outsourcing, ATM security, deposit automation, recycling and payment terminals and software. Diebold Group also offers advanced functionality terminals such as two-way video technology to support bank branch automation. Diebold Group is a global supplier of ATMs and related services and holds leading market positions in many countries around the world.

Diebold Group provides the services, software and technology that connect people around the world with their money bridging the physical and digital worlds of cash conveniently, securely and efficiently. Since its founding in 1859, Diebold Group has evolved to become a leading provider of self-service innovation, security and services to financial, retail, commercial and other markets. Diebold Group continues to execute its multi-year transformation, Diebold 2.0, with the primary objective of transforming Diebold Group into a world-class, services-led and software-enabled company, supported by innovative hardware, which automates the way people connect with their money.

Pursuant to the Bidder's consolidated statements of operations for the fiscal year ended December 31, 2014, prepared in accordance with U.S. GAAP, revenue amounted to approximately \$3.1 billion, with an operating profit of approximately \$180.9 million and income from continuing operations before taxes of approximately \$170.6 million.

In the fiscal year ended December 31, 2014, Diebold Group generated almost three-quarters of its total net sales with its financial self-service business line and around one-fifth with its security solutions business line, the remainder is attributable to election, lottery and information technology solutions in Brazil. In the same period, Diebold Group generated approximately 46 percent, 16 percent, 14 percent, and 24 percent of its sales in its segments North America; Asia Pacific; Europe, Middle East and Africa; and Latin America, respectively. Beginning in the first quarter of 2015,

Latin America and Brazil operations are reported under one single reportable operating segment and comparative periods have been reclassified for consistency.

5.4 Governing Bodies of the Bidder

The governing bodies of the Bidder are the board of directors and the executive officers.

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5.4.1 Board of Directors of the Bidder

The board of directors of the Bidder consists of the following members:

Patrick W. Allender, Chair of Audit Committee;

Phillip R. Cox, Chair of Compensation Committee;

Richard L. Crandall, Chair of Technology Strategy and Innovation Committee;

Gale S. Fitzgerald, Chair of Board Governance Committee;

Gary G. Greenfield, Non-Management Director;

Andreas W. Mattes, Management Director;

Robert S. Prather, Jr., Non-Management Director;

Rajesh K. Soin, Non-Management Director;

Henry D.G. Wallace, Non-executive Chairman of the Board; and

Alan J. Weber, Chair of Finance Committee.

5.4.2 Executive Officers of the Bidder

The executive officers of the Bidder are:

Andreas W. Mattes, President and Chief Executive Officer;

Christopher A. Chapman, Senior Vice President, Chief Financial Officer;

Stefan E. Merz, Senior Vice President, Strategic Projects;

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Jonathan B. Leiken, Senior Vice President, Chief Legal Officer and Secretary;

John D. Kristoff, Vice President, Chief Communications Officer; and

Sheila M. Rutt, Vice President, Chief Human Resources Officer.

Table of Contents**5.5 Shareholding Structure of the Bidder**

To the knowledge of the Bidder, no more than 5 percent of the Diebold Shares outstanding on February 3, 2016 are to be economically attributed to any person with the exception of the shareholders listed below. The information presented below derives from the reports filed by the beneficial owners with the SEC.

Class of shares	Name of the beneficial owner	Amount of the beneficial ownership	Share
Common shares	GGCP, Inc. et al. One Corporate Center Rye, New York 10580	6,317,214	9.90%
Common shares	State Street Corporation State Street Financial Center One Lincoln Street Boston, Massachusetts 02111	5,897,102	9.10%
Common shares	BlackRock, Inc. 55 East 52nd Street New York, New York 10055	5,504,254	8.50%
Common shares	The Vanguard Group 100 Vanguard Blvd. Malvern, Pennsylvania 19355	4,069,258	6.30%
Common shares	SouthernSun Asset Management LLC 6070 Poplar Avenue, Suite 300 Memphis, Tennessee 38119	4,055,030	6.30%
Common shares	Capital World Investors 333 South Hope Street Los Angeles, California 90071	3,925,000	6.00%
Common shares	Prudential Financial, Inc. 751 Broad Street Newark, New Jersey 07102	3,407,560	5.30%

5.6 Persons Acting in Concert with the Bidder

At the time of the publication of this Offer Document, each of Diebold KGaA, as a result of the Transaction Agreement (see Section 5.10), and Wincor Nixdorf, as a result of the Business Combination Agreement (see Section 7.3), are each persons deemed to be acting jointly with the Bidder pursuant to Section 2 para. 5 sentence 1 Takeover Act. In addition, at the time of the publication of this Offer Document, the companies listed in **Annex 2** are subsidiaries of the Bidder and are therefore regarded as persons acting jointly with the Bidder and with each other pursuant to Section 2 para. 5 sentence 1, 3 Takeover Act.

5.7 Wincor Nixdorf Shares Held by the Bidder and Persons Acting in Concert with the Bidder as well as Their Subsidiaries and Voting Rights Attributable to These Entities

The Bidder holds indirectly through Diebold Incorporated Pension Master Trust as a person acting in concert with the Bidder 4,100 Wincor Nixdorf Shares at the time of the publication of the Offer Document. These shares represent 0.012 percent of the share capital and the voting rights in Wincor Nixdorf, which are attributed to the Bidder pursuant to Section 30 para. 1 sentence 1 no. 1, sentence 3 Takeover Act. Other than that, the Bidder, the persons acting in concert with the Bidder, as well as subsidiaries of the Bidder, neither directly nor indirectly hold any Wincor Nixdorf Shares as of the date of publication of this Offer Document. Furthermore, no voting rights in Wincor Nixdorf are attributed to them pursuant to Section 30 Takeover Act.

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At the time of the publication of the Takeover Offer, the Bidder and persons acting in concert with the Bidder pursuant to Section 2 para. 5 Takeover Act as well as their subsidiaries hold neither directly nor indirectly instruments pursuant to Sections 25 Securities Trading Act and, therefore, no other voting shares pursuant to Sections 25, 25a of the Securities Trading Act with regard to Wincor Nixdorf.

5.8 Disclosures Concerning Securities Transactions

During the period starting six months prior to the publication of the decision to launch the Takeover Offer on November 23, 2015 and ending with the publication of this Offer Document on February 5, 2016, neither the Bidder, nor persons acting in concert with the Bidder within the meaning of Section 2 para. 5 Takeover Act nor their subsidiaries have purchased any Wincor Nixdorf Shares or concluded an agreement on the basis of which they would be entitled to claim the transfer of Wincor Nixdorf Shares.

5.9 Parallel Acquisitions

The Bidder reserves the right, to the extent legally permissible, to directly or indirectly acquire additional Wincor Nixdorf Shares outside the Takeover Offer on or off the stock exchange. To the extent that such acquisitions take place, information about such acquisitions will be published without undue delay in accordance with applicable law, including without limitation in accordance with Sections 14(3), 23(2) of the Takeover Act, on the internet at <http://www.diebold.com> in the *Investor Relations* section, in the Federal Gazette (*Bundesanzeiger*) and by way of an English language press release via an electronically operated information distribution system in the United States stating the number and consideration paid or agreed to be paid for the Wincor Nixdorf Shares so acquired or agreed to acquire.

5.10 Diebold KGaA

In the settlement of the Takeover Offer, the Tendered Wincor Nixdorf Shares (as defined in Section 12.2(2)) and where appropriate the Wincor Nixdorf Shares put to the Bidder (as defined in Section 15.5) will be transferred (see Section 12) to Diebold Holding Germany Inc. & Co. KGaA, a German partnership limited by shares (*Kommanditgesellschaft auf Aktien*) (Diebold KGaA). Diebold KGaA's sole limited shareholder (*Kommanditaktionär*) and sole general partner (*Komplementär*) is the Bidder. Diebold KGaA was incorporated by the Bidder on January 27, 2016. Its registered seat is in Eschborn, Germany and it is registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Frankfurt am Main under the commercial register number HRB 104287. Diebold KGaA is a person acting jointly with the Bidder within the meaning of Section 2 para. 5 sentence 1 and 3 Takeover Act (see Section 5.6).

On February 3, 2016, the Bidder and Diebold KGaA entered into an agreement governing their internal relationship (**Transaction Agreement**). In this Transaction Agreement the Bidder undertakes to make the Takeover Offer on behalf of Diebold KGaA and to assure that the Tendered Wincor Nixdorf Shares (as defined in Section 12.2(2)) are directly transferred to Diebold KGaA. In return, Diebold KGaA undertakes to indemnify and hold harmless the Bidder for any costs and expenses associated in connection with this Takeover Offer. In the context of the Transaction Agreement, Diebold KGaA is acting in concert with the Bidder pursuant to Section 30 para. 2 sentence 1 Takeover Act with respect to the Target. Diebold KGaA commits to support the Bidder in implementing the intentions of the Bidder and Diebold KGaA as described in Section 8 with regards to the Target following settlement of this Takeover Offer. In particular, Diebold KGaA undertakes to exercise voting and other membership rights of the acquired Wincor

Nixdorf Shares upon settlement of the Takeover Offer in accordance with the strategy described in this Offer Document. Accordingly, Diebold KGaA considers the views as presented in Section 8 also as its own view.

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By accepting the Takeover Offer, Wincor Nixdorf Shareholders will transfer their Tendered Wincor Nixdorf Shares (as defined in Section 12.2(2)) directly to Diebold KGaA without any prior acquisition or temporary purchase by the Bidder. As the direct and indirect control by Diebold KGaA and the Bidder over the Target takes place due to this Takeover Offer, neither Diebold KGaA nor persons controlling Diebold KGaA (including the Bidder) will be obligated to make a mandatory offer pursuant to Section 35 para. 3 Takeover Act.

Diebold KGaA has not engaged in any activities to date, other than those incidental to its formation and conclusion of the Transaction Agreement.

6. Description of Wincor Nixdorf and Wincor Nixdorf Group

6.1 Legal basis of Wincor Nixdorf

Wincor Nixdorf is a listed German stock corporation (*Aktiengesellschaft*) with its registered seat in Paderborn, Germany, registered in the commercial register (*Handelsregister*) of the local court of Paderborn under HRB 6846. Wincor Nixdorf's principal executive offices are located at Heinz-Nixdorf-Ring 1, 33106 Paderborn, Germany, and its telephone number at that location is +49 (0) 5251 693-30.

Article 2 of Wincor Nixdorf's Articles of Association describes the corporate purpose of Wincor Nixdorf as follows:

- (1) The purpose of Wincor Nixdorf is to manage a group of associated companies based both within and outside of Germany that operate in research, development, production, sales, installation and leasing in connection with products and solutions in the fields of electronic information processing, information transfer and other innovative technology systems and also provide consulting, training and other services related to this business.
- (2) Wincor Nixdorf may itself operate in the aforementioned areas or restrict its activities to the management of its holdings.
- (3) Wincor Nixdorf may conduct any business or undertake any actions that are appropriate for directly or indirectly fulfilling the purpose of Wincor Nixdorf. In this respect, Wincor Nixdorf may found, take over or acquire an interest in other companies. Wincor Nixdorf may set up other branches under the same or a different name within or outside of Germany.

6.2 Share Capital, Wincor Nixdorf Treasury Shares, Authorized Capital, Conditional Capital and Wincor Nixdorf Stock Option Plans

6.2.1 Share Capital

As of January 27, 2016, the share capital of Wincor Nixdorf amounted to 33,084,988, divided into 33,084,988 bearer shares, without par value, each representing a pro rata amount of the share capital of 1.00.

As of the publication of this Offer Document, the Wincor Nixdorf Shares are admitted to trading on the regulated market (*Regulierter Markt*) of the Frankfurt Stock Exchange (Prime Standard) (ISIN DE000A0CAYB2) and included, among others, in the MDAX.

6.2.2 Wincor Nixdorf Treasury Shares

Currently, Wincor Nixdorf indirectly holds 3,268,777 Wincor Nixdorf Shares (approximately 9.88 percent) as treasury shares (the **Wincor Nixdorf Treasury Shares**). In accordance with the Blocked Account Agreement (as defined in Section 13.1) entered into between the Bidder, Wincor Nixdorf, Wincor Nixdorf Facility GmbH and the Custodian Bank that holds custody of the Wincor Nixdorf Treasury Shares (the

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Wincor Nixdorf Custodian Bank), the Wincor Nixdorf Custodian Bank has undertaken that it (i) will not transfer the Wincor Nixdorf Treasury Shares from the account to another account of Wincor Nixdorf, Wincor Nixdorf Facility GmbH or any third parties and (ii) will not execute any order by Wincor Nixdorf and Wincor Nixdorf Facility GmbH to sell or transfer the Wincor Nixdorf Treasury Shares (including, for the avoidance of doubt, through an acceptance of the Takeover Offer).

6.2.3 Authorized Capital 2014

By resolution of the general shareholders meeting of Wincor Nixdorf on January 20, 2014, the management board has been authorized to increase the share capital by January 19, 2019 with the approval of the supervisory board by issuing new, bearer shares in exchange for cash and/or contributions in kind, one time or multiple times, up to a total of 16,542,494 (**Authorized Capital 2014**). The shareholders are to be guaranteed a subscription right.

However, the Wincor Nixdorf management board is authorized, with consent of the supervisory board:

- (1) to exclude fractions from the subscription rights of the shareholders;
- (2) to exclude the subscription right of shareholders if the issue amount is not significantly less than the stock market price. This authorization, however, is only valid with the stipulation that the stocks issued with the exclusion of the subscription right in accordance with Section 186 para. 3, sentence 4 of the German Stock Corporation Act may not exceed a total of 10 percent of the existing share capital at the time of the resolution or insofar as this is less at the time of the use of the authorization. This limitation of 10 percent of the share capital also applies to those shares or rights issued or sold since the granting of the authorization, that is, since January 20, 2014, with the exclusion of the subscription rights in accordance with Section 186 para. 3, sentence 4 of the German Stock Corporation Act that allow the subscription of shares of Wincor Nixdorf;
- (3) to exclude the subscription right of the shareholders with the approval of the supervisory board during the issue of shares for contributions in kind for the purposes of (also indirect) acquisition of companies, parts of companies or investments in companies, whereby in this case the exclusion of the subscription right is restricted to a maximum of 20 percent of the share capital of Wincor Nixdorf at the time of the resolution or insofar as this is less at the time of the use of the authorization.

Existing authorization for the exclusion of subscription rights are only valid with the stipulation that since the granting of these authorizations, on January 20, 2014, on the basis of this or other authorizations for the issuance or sale of shares of Wincor Nixdorf or of rights that entitle the subscription of shares of Wincor Nixdorf, shares issued with the exclusion of the subscription right in accordance with or in corresponding application of Section 186 para. 3 of the German Stock Corporate Act may not amount to more than 20 percent of the existing share capital at the time of the resolution or insofar as this is less at the time of the use of the authorization.

6.2.4 Conditional Capital 2013

Wincor Nixdorf's share capital is conditionally increased by up to 10,000,000, divided into up to 10,000,000 bearer shares (**Conditional Capital 2013**).

The Conditional Capital 2013 increase is to be used to grant option rights or option obligations, in accordance with the option conditions, to the holders of warrants from participatory certificates with warrants and/or bonds with warrants or to grant conversion rights or conversion obligations, in accordance with the conversion conditions, to the holders of convertible participatory certificates and/or convertible bonds that are issued by Wincor Nixdorf or a dependent group company of Wincor Nixdorf within the meaning of Section 17 German Stock Corporation Act by January 20, 2018, pursuant to the authorization adopted by Wincor Nixdorf's general shareholders' meeting on January 21, 2013 under item 7a). The new

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shares shall be issued at the option or conversion price to be defined in accordance with the above authorization adopted. The Conditional Capital 2013 increase shall be carried out only in the event of the issuing of option or conversion rights or participatory certificates with warrants and/or convertible participatory certificates and/or bonds with warrants and/or convertible bonds insofar as the holders of warrants and/or convertible participatory certificates and/or bonds with warrants and/or convertible bonds make use of their option or conversion rights or, if they are have conversion/option obligations fulfill their conversion/option obligation or the bonds with warrants or convertible bonds are required. The new shares issued pursuant to exercise of the option or conversion right shall carry dividend rights from the beginning of the fiscal year in which they are issued. If they are issued before the general shareholders meeting, the new shares shall be entitled to dividends for the previous fiscal year as well. Wincor Nixdorf's management board is authorized, with the consent of the supervisory board, to define the further details of the Conditional Capital 2013 increase. Wincor Nixdorf's supervisory board is further authorized to amend the wording of Section 4 para. 8 of the Wincor Nixdorf Articles of Association in accordance with the respective issue of shares and make all connected adaptations to the Wincor Nixdorf Articles of Association that only relate to the wording. The same shall apply if the authorization to issue participatory certificates with warrants or convertible participatory certificates or bonds with warrants or convertible bonds is not used after expiration of the period of authorization and if the Conditional Capital 2013 is not used after expiration of the periods for exercising option or conversion rights.

As of the date of this Offer Document, neither Wincor Nixdorf nor any of its dependent subsidiaries within the meaning of Section 17 German Stock Corporation Act issued any such equity-linked securities or warrants.

6.2.5 Conditional Capital 2014

Wincor Nixdorf's share capital is conditionally increased by up to 1,654,249 through the issuance of up to 1,654,249 new bearer shares, without par value (**Conditional Capital 2014**).

The Conditional Capital 2014 is to be used exclusively to cover stock options issued to members of Wincor Nixdorf's management board, board members of subordinate associated companies within and outside of Germany and to other executives and employees of Wincor Nixdorf and its subordinate associated companies, as specified in detail in the authorization resolved by the general shareholders' meeting on January 20, 2014 and in accordance with the authorization by the general shareholders' meeting on January 20, 2014 as amended by the general shareholders' meeting on January 25, 2016 (subject to the entry in the commercial register). It will only be used to the extent that holders of share options exercise their right to subscribe for Wincor Nixdorf Shares and Wincor Nixdorf does not provide the consideration in cash or by means of its own shares. The new shares will carry dividend rights from the beginning of the fiscal year in which they are issued. Should the issuance take place before the ordinary general shareholders' meeting, the new shares will be entitled to dividends for the previous fiscal year as well.

Pursuant to the Business Combination Agreement (as defined in Section 7.3), until the expiration of the Additional Acceptance Period (or until the expiration of the Put Right Period (as defined in Section 15.5), if any), Wincor Nixdorf is obligated to settle any stock options exercised under the Wincor Nixdorf Stock Option Plans solely by cash payment.

6.2.6 Wincor Nixdorf Stock Option Plans

As of January 27, 2016, Wincor Nixdorf has issued 2,609,010 stock options as part of several stock option plans (the **Wincor Nixdorf Stock Option Plans**). In case stock options under the Wincor Nixdorf Stock Option Plans are being exercised, Wincor Nixdorf may, at its election, deliver shares or make cash payments to settle the options. A

maximum of 589,525 stock options could vest and therefore be exercised under the Wincor Nixdorf Stock Option Plans during the Additional Acceptance Period or Put Right Period (as defined in Section 15.5), if any, pursuant to Section 39c Takeover Act (see Section 15.5).

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Pursuant to the Business Combination Agreement (as defined in Section 7.3), until the expiration of the Additional Acceptance Period (or until the expiration of the Put Right Period (as defined in Section 15.5), if any), Wincor Nixdorf is obligated to settle any stock options exercised under the Wincor Nixdorf Stock Option Plans solely by cash payment.

In light of the Takeover Offer, the general shareholders' meeting of Wincor Nixdorf resolved on January 25, 2016 to authorize the management board and the supervisory board to make certain changes to the terms of the outstanding stock options and the stock options to be granted in the future.

6.3 Overview of the Business Activities of Wincor Nixdorf Group

Wincor Nixdorf Group has two operating segments: banking (**Banking**) and retail (**Retail**). Further Wincor Nixdorf Group supports the efforts of retail banks and retailers to continuously refine their business processes using highly reliable information technology. The solutions Wincor Nixdorf Group provides covering hardware, software and services focus primarily on the interface between businesses and their customers.

The product offering in the segment Banking includes hardware, software, information technology services and consulting services. ATMs, cash-recycling-systems, automated teller safes and transaction terminals are key components of the hardware portfolio. Besides software for the operating of systems Wincor Nixdorf provides banks software, with which they can control processes throughout all distribution channels.

In the Retail segment Wincor Nixdorf also provides hardware, software, information technology services and consulting services. With electronic cash register systems (EPOS) or self-checkout systems, the main focus of the product offering relates to the checkout area. The software products allow control of all processes and systems within the branch.

Wincor Nixdorf Group offers a comprehensive range of automated and electronic solutions in the banking and retail markets and its portfolio covers the key steps in the process of change affecting business systems. These are supported by product-related services, concepts involving the operation by Wincor Nixdorf Group of specific branch IT processes, and outsourcing services where Wincor Nixdorf Group takes over responsibility for the running of those systems.

Pursuant to Wincor Nixdorf's group income statement for the fiscal year ended September 30, 2015, prepared pursuant to IFRS, revenue amounted to 2.4 billion, with an operating profit before finance income and finance costs and income taxes (EBIT) of approximately 21.9 million and a profit before income taxes of approximately 14.9 million.

In the fiscal year ended September 30, 2015, Wincor Nixdorf Group generated around two-thirds of its total net sales to external customers from the Banking segment and around one-third from the Retail segment. In the same period, Wincor Nixdorf Group generated 68.1 percent, 19.8 percent and 12.1 percent of its total net sales to external customers in Europe (including Germany), the Asia/Pacific/Africa region and the Americas, respectively.

6.4 Governing Bodies of Wincor Nixdorf

The governing bodies of Wincor Nixdorf are the management board and the supervisory board.

6.4.1 Management Board

The management board of Wincor Nixdorf consists of the following members:

Eckard Heidloff (CEO)

Dr. Jürgen Wunram (CFO, Deputy Chairman of the Management Board)

Olaf Heyden (Executive Vice President, Services/Member of the Management Board)

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6.4.2 Supervisory Board

The supervisory board of Wincor Nixdorf consists of the following members:

Dr. Alexander Dibelius (Chairman)

Michael Schild (Deputy Chairman)

Prof. Dr. Achim Bachem

Dr. Dieter Düsedau

Dr. Valerie Julia Barth

Elin Dera

Hans-Ulrich Holdenried

Edmund Schaefer

Reinhard Steinrücke

Zvezdana Seeger

Daniela Ueberschär

Carmelo Zanghi

6.5 Shareholder Structure of Wincor Nixdorf

As of January 27, 2016, the following notifications about shareholdings that exceed 3 percent have been published:

Shareholders	Shareholdings
Kiltearn Global Equity Fund/Kiltearn Partners LLP/Kiltearn Limited	5.15%

Polaris Capital Management, LLC	5.02%
Highclere International Investors LLP	3.09%
Deutsche Asset & Wealth Management Investment GmbH	3.00%

Futhermore, Wincor Nixdorf Facility GmbH, a subsidiary of Wincor Nixdorf (see **Annex 3**) directly held 3,368,777 Wincor Nixdorf Shares as of January 27, 2016 which equals 9.88 percent of the issued share capital of Wincor Nixdorf.

6.6 Persons Acting in Concert with the Target

The Bidder, as a result of the Business Combination Agreement (see Section 7.3), is a person deemed to be acting jointly with Wincor Nixdorf pursuant to Section 2 para. 5 sentence 1 Takeover Act. In Addition, to the Bidder's knowledge, the persons acting in concert with Wincor Nixdorf within the meaning of Section 2 para. 5 sentence 3 Takeover Act are listed in **Annex 3**. The Bidder is not aware of any further persons acting in concert with Wincor Nixdorf.

6.7 Recent Statement(s) by Wincor Nixdorf's Management and Supervisory Board

Pursuant to Section 27 para. 1 Takeover Act, the management board and the supervisory board of Wincor Nixdorf must issue a reasoned opinion regarding the Takeover Offer and any of its amendments. The management board and the supervisory board must publish this reasoned opinion immediately following the receipt of this Offer Document and/or its amendments from the Bidder pursuant to Section 14 para. 3 sentence 1 Takeover Act.

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The management board and the supervisory board of Wincor Nixdorf have undertaken in the Business Combination Agreement (as defined in Section 7.3) to publish within five working days after publication of the Offer Document a (joint, if applicable) reasoned statement pursuant to Section 27 para. 3, 14 para. 3 Takeover Act (together or each the **Reasoned Statement**) and to support in the Reasoned Statement as described in more detail in Section 7.3.1 the Takeover Offer.

7. Background of the Takeover Offer

7.1 Negotiations between the Bidder and Wincor Nixdorf

The board of directors of the Bidder and the management board of Wincor Nixdorf continually review their respective companies' results of operations and competitive positions in the industry in which they operate as well as strategic alternatives. In connection with these reviews, each of the senior management teams of the Bidder and Wincor Nixdorf from time to time evaluates potential transactions that would further its strategic objectives, including by meeting periodically with the senior management of other companies in the industry, investment bankers and investors to discuss industry trends and opportunities to enhance shareholder value.

On March 2, 2015, after consultation with the board of directors of the Bidder and discussions with the financial advisors of the Bidder, Credit Suisse Securities (USA) LLC and J.P. Morgan Securities LLC, and its outside legal advisors, Sullivan & Cromwell LLP, Mr. Andy Mattes, president and chief executive officer of the Bidder, indicated in an in-person discussion in Munich, Germany with Mr. Eckard Heidloff, chief executive officer of Wincor Nixdorf, that the Bidder would potentially be interested in exploring a strategic transaction with Wincor Nixdorf. On March 19, 2015, Mr. Mattes had a further in-person discussion in Dusseldorf, Germany with Mr. Heidloff about potential options for a strategic combination between Bidder and Wincor Nixdorf, though no specifics of any transaction structure or pricing were discussed. Following this approach of Wincor Nixdorf by the Bidder, Mr. Heidloff and Mr. Mattes, as well as Dr. Jürgen Wunram, chief financial officer of Wincor Nixdorf, and Mr. Christopher Chapman, chief financial officer of Bidder, entered into high-level preliminary discussions on a potential business combination. In connection with these discussions, Wincor Nixdorf also consulted with its financial advisors, Goldman Sachs AG, and its outside legal advisors, Freshfields Bruckhaus Deringer LLP. To facilitate discussions between Wincor Nixdorf and the Bidder, on March 27, 2015 Wincor Nixdorf and Bidder entered into a confidentiality agreement regarding the exchange of certain information between Wincor Nixdorf and Bidder. As part of the confidentiality agreement, Wincor Nixdorf and Bidder each agreed not to acquire or offer to acquire any securities of the other party for a period ending on the earlier of the date of execution of a definitive transaction agreement and twelve months from the date of the confidentiality agreement.

On March 29, 2015, meetings between Mr. Heidloff, Dr. Wunram, Mr. Mattes and Mr. Chapman, which were later joined by Dr. Alexander Dibelius, chairman of the Wincor Nixdorf supervisory board and Mr. Henry Wallace, chairman of the Bidders board of directors, took place in London to discuss the possibility of a potential business combination. However, due to deviating positions on certain essential aspects of a potential transaction, including the structure of such a transaction, during a telephone call on April 9, 2015 between Dr. Dibelius, Mr. Heidloff, and Dr. Wunram on behalf of Wincor Nixdorf and Mr. Wallace, Mr. Mattes, and Mr. Chapman on behalf of the Bidder, Dr. Dibelius stated that Wincor Nixdorf did not want to pursue further these preliminary discussions. Mr. Wallace accepted this decision and noted that he may contact Dr. Dibelius again at a later point.

In a meeting on May 28, 2015, Mr. Wallace indicated that the Bidder was still interested in pursuing a potential combination and would be prepared to offer mixed cash-and-stock consideration per outstanding Wincor Nixdorf

ordinary share, subject to further diligence. Dr. Dibelius indicated that Wincor Nixdorf would consider this internally and might make a counter-proposal. After internal discussions of Wincor Nixdorf, the management board of Wincor Nixdorf, after consulting with Dr. Dibelius, decided on June 2, 2015 that any business combination in the structure of a takeover offer by the Bidder to the shareholders of Wincor Nixdorf required a premium significantly above what Bidder had indicated. On June 3, 2015, in a

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telephone call between Dr. Dibelius and Mr. Wallace, Dr. Dibelius proposed an offer per outstanding Wincor Nixdorf ordinary share, which Mr. Wallace indicated was above the range Bidder would be prepared to offer. Based on the outcome of this call, the management board of Wincor Nixdorf decided not to negotiate with the Bidder further at that juncture. Accordingly, following this call the members of the management board of Wincor Nixdorf had no further contact or discussions with representatives of the Bidder.

Following a telephonic board update call on July 12, 2015, the Bidder instructed its financial advisors to contact the financial advisors of Wincor Nixdorf to request that a meeting be scheduled for Mr. Mattes and Dr. Dibelius. An in-person meeting between Mr. Mattes and Dr. Dibelius was arranged for June 19, 2015 in Frankfurt, Germany. In this meeting, Dr. Dibelius and Mr. Mattes engaged in high-level discussions regarding a potential combination, subject to due diligence, and Bidder's intention to send to Wincor Nixdorf a written, non-binding indication of Bidder's interest in a potential combination.

On June 30, 2015, Mr. Mattes sent a letter to Mr. Heidloff expressing Bidder's non-binding interest in a potential combination of the businesses of Wincor Nixdorf and Bidder to be implemented by means of a voluntary public takeover offer made by the Bidder to all shareholders of Wincor Nixdorf. In its non-binding indication of interest, Bidder indicated that, based on the information available to Bidder as of that time, it would be willing and able to put forward an offer price in the range of between 45.00 and 50.00 per Wincor Nixdorf ordinary share, with such consideration being paid partly in cash and partly in newly issued Diebold common shares representing in the aggregate up to 19.99 percent of Bidder's outstanding common shares. Later that same day, the management board of Wincor Nixdorf convened to discuss Bidder's non-binding expression of interest. After due deliberation and consultation with representatives of its financial and legal advisors, the management board decided that the offer warranted further analysis.

On July 10, 2015, the management board of Wincor Nixdorf concluded, based on this analysis, that Bidder's proposal undervalued Wincor Nixdorf's business, including the value that the management board of Wincor Nixdorf expected would be created by Wincor Nixdorf's previously announced restructuring program, and, as a result, was not in the best interests of Wincor Nixdorf or its shareholders. In a letter dated July 10, 2015, Mr. Heidloff informed Mr. Mattes that Wincor Nixdorf believed that Wincor Nixdorf's current strategy justified a cash offer price of at least 50.00 to 55.00 per outstanding Wincor Nixdorf ordinary share.

On July 16, 2015, Mr. Mattes discussed with Dr. Dibelius Bidder's willingness, on a preliminary basis and subject to receipt of further diligence information, to revise the terms of its previous offer. On July 30, 2015, the management board of Wincor Nixdorf, after due deliberation and consultation with representatives of its financial and legal advisors, decided that in light of Bidder's indicated willingness to potentially revise the terms of its offer, it was reasonable to enter into further discussions with Bidder.

On August 11, 2015, the management board of Wincor Nixdorf met and, after consultation with representatives of its financial and legal advisors, discussed the outcome of the meeting with the Bidder on August 7, 2015. After a lengthy discussion, the management board of Wincor Nixdorf decided that Wincor Nixdorf should continue to explore a potential business combination with the Bidder. Also on August 11, 2015, following up on the calls Mr. Chapman and Mr. Merz had with Dr. Wunram following the August 7, 2015 meeting, Mr. Chapman and Mr. Merz sent Dr. Wunram a preliminary term sheet limited to an outline of Bidder's positions regarding key commercial topics discussed by the parties.

On August 14, 2015, Dr. Wunram received a financial due diligence request list from Mr. Merz and, in addition to discussing the key commercial topics, discussed a framework for financial and commercial due diligence in a telephone call with Mr. Chapman and Mr. Merz later that day.

Representatives of Wincor Nixdorf and Bidder and their respective financial and legal advisors held various discussions over the next several weeks on the key commercial and legal terms of a potential transaction, including (i) the offer consideration and structure of the transaction, (ii) the key aspects of a potential future integration and business combination, including the potential organization, set up and

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locations of a combined business as well as (iii) the governance structure of a combined entity. In addition, merger control risks and the allocation of such risks were analyzed and discussed. In a telephone call between Mr. Heidloff and Mr. Mattes on September 7, 2015, it was agreed that the value of any offer consideration of cash and shares should amount to 52.50. In parallel to these discussions, Wincor Nixdorf and Bidder exchanged first working drafts of a non-binding term sheet regarding the potential transaction during the period between September 3 and September 12, 2015. In the course of these discussions, Wincor Nixdorf and Bidder reached preliminary agreements on various key terms of a potential transaction.

After due deliberation and consultation with its financial and legal advisors, the management board of Wincor Nixdorf decided that the key terms of the potential transactions should be negotiated and agreed upon in a draft term sheet during a meeting in New York City on September 16, 2015.

On September 16, 2015, Mr. Heidloff and Mr. Mattes met in New York City to discuss key terms such as the offer consideration, closing conditions and governance of a combined Bidder and Wincor Nixdorf. During this meeting, Mr. Heidloff and Mr. Mattes were able to reach preliminary agreement on a number of topics, including various aspects of the ongoing business strategy of a combined group following the closing and its governance structure, as well as third-party diligence and validation and the shared desire for transaction certainty.

Following this meeting, the management board of Wincor Nixdorf decided on September 16, 2015 that, in light of the agreements reached by Mr. Heidloff and Mr. Mattes, representatives of Wincor Nixdorf and Bidder should negotiate a detailed, non-binding term sheet regarding a potential business combination. Bidder's board of directors, after deliberation, supported the intention of Bidder's management to finalize the non-binding term sheet within the next few days. On September 22, 2015, the parties reached substantial agreement on all key legal and commercial terms contained in the non-binding term sheet. On September 22, 2015, the management board of Wincor Nixdorf met and, after due deliberation and consultation with its financial and legal advisors, approved entering into the non-binding term sheet and approved the initiation of a mutual due diligence process between the Bidder and Wincor Nixdorf. On September 23, 2015, the supervisory board of Wincor Nixdorf held a meeting. After due deliberation, the supervisory board consented to the entering into the non-binding term sheet and the conduct of the mutual due diligence process between the Bidder and Wincor Nixdorf.

On September 24, 2015, with the support of the Wincor Nixdorf supervisory board and Bidder's board of directors, Wincor Nixdorf and the Bidder entered into a non-binding term sheet on the key terms of a potential transaction, including terms of the exchange offer and closing conditions to the offer, allocation of risk with respect to obtaining regulatory approval for the transaction, and parameters for future integration of their respective business operations.

Promptly after execution of the non-binding term sheet, the Bidder proceeded with a formal due diligence process. Wincor Nixdorf began providing due diligence documents to the Bidder for review, and both parties agreed to procedures that would allow a detailed due diligence investigation while protecting commercially or competitively sensitive information, including making members of management available for one-on-one discussions with their appropriate counterparts. Wincor Nixdorf also conducted reciprocal due diligence in light of the contemplated mixed cash and stock exchange offer consideration. Due diligence continued up to and following signing of the Business Combination Agreement (as defined in Section 7.3).

Following rumors on the potential transaction in the German press, on October 17, 2015, Wincor Nixdorf published an ad-hoc notification pursuant to Section 15 German Securities Trading Act (*Wertpapierhandelsgesetz*) confirming that Wincor Nixdorf and Bidder are currently in discussions regarding a potential business combination and had entered into a non-binding term sheet. The Bidder also issued a press release containing similar information on October 17, 2015.

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In the following period, Wincor Nixdorf and Bidder as well as representatives of their respective financial and legal advisors negotiated the draft Business Combination Agreement (as defined in Section 7.3).

On November 16 and 17, 2015, Mr. Heidloff and Dr. Wunram, on behalf of Wincor Nixdorf, and Mr. Mattes and Mr. Chapman, on behalf of Bidder, as well as representatives of their respective financial and legal advisors met in Frankfurt, Germany, in order to discuss and negotiate the remaining open topics after previous discussions of recent weeks, including the treatment of merger control risks and the final structure of the offer consideration and associated tax implications. The parties reached substantive agreements on these topics at the conclusion of the meetings.

On November 20, 2015, the management board of Wincor Nixdorf held a meeting. After due consideration and deliberation, the members of the management board of Wincor Nixdorf decided that, subject to final agreement on the Business Combination Agreement (as defined in Section 7.3), the Business Combination Agreement (as defined in Section 7.3) and the transactions contemplated thereby shall be presented to the supervisory board of Wincor Nixdorf for approval on November 22, 2015.

The parties' legal advisors held further discussions on November 20 and 21, 2015, on the Business Combination Agreement (as defined in Section 7.3), which was substantially finalized on the afternoon of November 21, 2015. On November 21, 2015, Mr. Mattes, Mr. Chapman, and financial and legal advisors of Bidder discussed these developments with Bidder's board of directors. Following these discussions, the board of directors of the Bidder unanimously approved the entry by the Bidder into the Business Combination Agreement (as defined in Section 7.3) and the execution of other related transactions.

On November 22, 2015, the supervisory board of Wincor Nixdorf held a meeting. Representatives of the financial and legal advisors of Wincor Nixdorf presented detailed information to the members of the supervisory board of Wincor Nixdorf on the proposed transaction, the Business Combination Agreement (as defined in Section 7.3) and the transactions contemplated thereby as well as on aspects regarding the valuation of the offer consideration proposed in the Business Combination Agreement (as defined in Section 7.3). After due consideration and deliberation the supervisory board of Wincor Nixdorf approved the entry by Wincor Nixdorf into the Business Combination Agreement (as defined in Section 7.3) and the transactions contemplated thereby.

In light of the approval of the Business Combination Agreement (as defined in Section 7.3) and the transactions contemplated thereby by the supervisory board of Wincor Nixdorf, the management board of Wincor Nixdorf held a further meeting in the morning on November 23, 2015. The members of the management board again considered the proposed transaction and offer consideration as well as its consequences for Wincor Nixdorf, its shareholders, its employees and other stakeholders and unanimously approved the entry by Wincor Nixdorf into the Business Combination Agreement (as defined in Section 7.3) and the transactions contemplated thereby. Promptly after this resolution the Business Combination Agreement (as defined in Section 7.3) was executed by both parties and the transaction was publicly announced.

Pursuant to the Business Combination Agreement (as defined in Section 7.3), the Bidder and the Target intend to form a combined enterprise with a leading position in the integrated self-service, Banking and Retail Industry and to expand its consolidated software and services business while developing innovative hardware, which will be an important enabler for the combined group. Diebold Group together with Wincor Nixdorf Group will be referred to as the combined group (**Combined Group**).

The Bidder intends to acquire control over the Target and following the Takeover Offer, depending on the percentage of Wincor Nixdorf Shares acquired by the Bidder in the Takeover Offer and, to the extent legally permissible, in the open market, the Bidder and the Target may consider to pursue a post-completion reorganization. A post-completion

reorganization could either eliminate potential minority shareholder interest in the Target remaining after the settlement of the Takeover Offer or allow the Bidder to control the Target to the greatest extent permissible.

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7.2 Economic and Strategic Background

The Bidder is, in its own view, a global leader in providing financial self-service delivery, integrated services and software, and security systems to primarily the financial, commercial, retail and other markets. The Target is, in its own view, one of the world's leading providers of hardware, software, information technology and consulting services to banks and the retail industry. Drawing on a comprehensive portfolio of products and services, the Target supports and optimizes its customers' business processes, especially at the branch and store level.

The Bidder believes that the business combination will provide significant strategic opportunities. The Bidder has the expectation that the business combination would complement its strategic transformation and expansion into a services-led and software-enabled company supported by innovative hardware and would enable Diebold Group to provide broader and more fully integrated solution offerings to clients more efficiently and on a global scale. The Bidder also expects that the business combination would create a larger and stronger core business with the potential to be a self-service solution provider for banking and retail with an installed base of approximately one million ATMs worldwide to the benefit of its customers.

7.2.1 Geographic Expansion and Creation of a Global Company

The Diebold Group and Wincor Nixdorf Group cover together the regions Americas, EMEA and Asia. The Bidder is a leading player in the Americas, whereas the Target is a leading player in Europe. These two regions are key drivers for innovation and digital transformation in Banking and Retail. The Bidder would benefit from the Target's strong relationships with customers and suppliers in Europe, the Middle East and Asia while the Combined Group's strong service presence will also benefit the Target's retail business.

Therefore, both the Bidder and the Target expect that the business combination would create a geographically expanded business with opportunities for an amplified global presence, including entry into new markets. The complementary regional footprints of the Bidder and the Target and the complementary strengths in software, hardware and services would allow the Combined Group to provide customers with greater worldwide access to an integrated solution across the aforementioned product segments. Ultimately, the Combined Group's collective capabilities and established global market presence will offer a broad range of services and software for its customer base and growth in both the software and services segments is expected to be accelerated by the business combination.

7.2.2 Potential for operative Synergies

The Bidder is of the opinion, that, by leveraging innovative solutions and talent from both organizations, it will have the scale, strength and flexibility to better support its customers in the development of their own business. Furthermore it anticipates that it may be able to use possible advantages of significant cost efficiencies and synergy opportunities resulting from the business combination.

The Bidder believes that the Bidder and the Target have a common strategic focus on growing services and software, complementary offerings, a complementary geographic presence and complementary customer bases. Consequently, the Bidder expects the transaction to yield by the end of the third full year following the settlement of the Takeover Offer annual synergies of up to approximately \$160 million (or approximately 150 million), which are expected to arise, among others, through product consolidation, services rationalization in overlapping regions and better purchase conditions. The Combined Group plans to target an operating margin adjusted for restructuring and non-routine items in excess of 9 percent by the end of the third full year post settlement. In addition, the Bidder expects that the transaction is accretive to earnings per share adjusted for restructuring and non-routine items in the second year. The

Combined Group had pro forma revenue of approximately \$5.2 billion (or approximately 4.8 billion) for the trailing twelve (12) months ended September 30, 2015 excluding revenue attributable to the Bidder's North America electronic security business, which it agreed to divest prior to the publication of its decision to launch the Takeover Offer on November 23, 2015 pursuant to Section 10 para. 1 sentence 1 Takeover Act.

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Also, the Bidder expects that the business combination would provide increased free cash flow, which may be used to pursue future key investments. Since Wincor Nixdorf Shareholders will own, in case of 100 percent acceptance rate, approximately 16.6 percent of the outstanding Diebold Shares immediately after settlement of the Takeover Offer they will be able to participate directly in any future earnings and growth of the Combined Group.

The Combined Group may also face certain risks resulting from the combination and from managing a larger company, such as difficulties in the integration process, addressing different corporate cultures or competition between customers to which the Bidder and the Target both provide services.

7.3 Business Combination Agreement

Following the analysis of the potential and benefits resulting from a co-operation between the Wincor Nixdorf Group and the Diebold Group and a combination of the companies with a view to mutually strengthen the business of each other, the Bidder and the Target determined, after due consideration of all circumstances and information available to them at that time and taking into account the strategic value of a combination and mutual strengths of Diebold Group and Wincor Nixdorf Group as well as the Offer Consideration, that such a combination is in the best interest of the Bidder's and the Target's stockholders and the Target's employees and other stakeholders.

On November 23, 2015, the Bidder and the Target entered into a business combination agreement concerning the combination of both companies (the **Business Combination Agreement**). The Business Combination Agreement sets forth the principal terms and conditions of the Transaction as well as the mutual goals of the Bidder and the Target with regard thereto, the future organizational and corporate governance structure of the Combined Group and the business strategy to be pursued by the Combined Group. In particular, the Business Combination Agreement comprises arrangements concerning the combination of the companies, the future business of the Bidder, and the corporate governance of the Bidder as a parent company of the Combined Group resulting from the combination.

The Business Combination Agreement provides for the establishment of an integration committee (the **Integration Committee**). The Integration Committee consists of four (4) members and each of the Bidder and Wincor Nixdorf shall nominate two (2) members. The Integration Committee initially consists of the Bidder's and the Target's respective chief executive officer and chief financial officer. Thereafter, the Bidder and the Target may at all times replace any of its members in the Integration Committee by another management member. In particular, the Integration Committee has the assignment to ensure and to observe an efficient planning and implementation of the integration of the Bidder and the Target.

The Business Combination Agreement has a term of three years starting from November 23, 2015. Each of the Bidder and the Target may terminate the Business Combination Agreement in certain cases, *e.g.*, if the Takeover Offer is not successfully consummated or the other party violates material obligations under the Business Combination Agreement.

The material terms of the Business Combination Agreement are summarized hereinafter and in Section 8 (*Intentions of the Bidder*).

7.3.1 Support of the Takeover Offer

The management board and the supervisory board of the Target have undertaken in the Business Combination Agreement to support the Takeover Offer in any and all publications and communications that relate to it, provided

that the Bidder conducts the Takeover Offer in accordance with the terms and conditions of the Business Combination Agreement. The management and supervisory board of Wincor Nixdorf will publish a Reasoned Statement or, if applicable, a joint Reasoned Statement without undue delay but no later than five working days after publication of this Offer Document which confirms that, in their opinion and subject to review of this Offer Document, (i) the Offer Consideration is fair and adequate, (ii) they support the

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Takeover Offer, (iii) they recommend to Wincor Nixdorf Shareholders to tender their Wincor Nixdorf Shares into the Takeover Offer, and (iv) the members of the management board will either tender their Wincor Nixdorf Shares into the Takeover Offer or sell their Wincor Nixdorf Shares via or outside the stock exchange at a price and at a time that is, at their sole discretion, reasonably satisfactory to them.

In particular, the Target has undertaken, to the extent permitted by applicable law, to refrain from initiating any measures that could jeopardize the success of the Takeover Offer.

Further, the Target has undertaken not to actively solicit a competing offer or another transaction or proposal which is economically or otherwise comparable to a competing offer. The Target has also undertaken to inform the Bidder as soon as reasonably possible if it has been approached by a third party in relation to a situation which could reasonably be expected to lead to a competing offer or other transactions that, if implemented, would jeopardize the success or the timely completion of the Takeover Offer.

All obligations of the Target's boards under the Business Combination Agreement to support the Takeover Offer are subject to any applicable statutory duties, in particular the supervisory and management board members' applicable fiduciary duty vis-à-vis the Target and duties of care, loyalty and good faith, as well as the requirements of the Takeover Act.

7.3.2 Conduct of Business and Future Cooperation

Pursuant to Business Combination Agreement, to the extent permitted by law and the power to do so, the Target has committed to conduct its business and use best efforts to ensure its subsidiaries will conduct their business in all material respects consistent with past practice, carry on and continue its and their business in the ordinary course including the continuation of the Target's announced restructuring program entitled *Delta* (see Section *Acceleration of Transition to Software and IT Services Company* on pages 298 *et seq.* of **Annex 4**).

7.4 No Mandatory Offer When Obtaining Control over Wincor Nixdorf by the Bidder

If the Bidder and Diebold KGaA, following this Takeover Offer, obtains control over Wincor Nixdorf as defined by Section 29 para. 2 Takeover Act, neither the Bidder nor Diebold KGaA is, pursuant to Section 35 para. 3 Takeover Act, obligated to issue a mandatory offer to the Wincor Nixdorf Shareholders. The Bidder and Diebold KGaA are persons acting jointly pursuant to Section 2 para. 5 sentence 1 Takeover Act.

8. Intentions of the Bidder/Diebold KGaA

The Bidder intends to acquire control over the Target and, following the Takeover Offer depending on the percentage of Wincor Nixdorf Shares acquired by the Bidder or Diebold KGaA, respectively, in the Takeover Offer and to the extent legally permissible in the open market, Bidder and Target may consider to pursue a post-completion reorganization. A post-completion reorganization could either exclude minority shareholders who have not accepted the Takeover Offer from the Target or allow the Bidder to control the Target, if legally permitted, with a domination agreement.

After the settlement of this Takeover Offer, the Bidder intends, together with the management of the Target, to carry out an analysis of potential synergies and efficiencies between Diebold Group and Wincor Nixdorf Group. The Bidder

expects that significant synergy potential exists (see Section 7.2 above).

In the Business Combination Agreement, certain intentions and obligations of the Bidder and the Target with respect to the proposed combination have been established. The intentions and obligations that are relevant in this case are summarized in Section 8.1 *et seq.* below. The Bidder has not provided for any further intentions than the intentions summarized below (see Section 8.5 below).

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Diebold KGaA adopts the intentions of the Bidder. Furthermore, Diebold KGaA is contractually obliged to support the Bidder in implementing the intentions described in this Section 8 after settlement of the Takeover Offer (for more details regarding the closed Transaction Agreement see section 5.10).

8.1 Future Business Operations of the Target and the Bidder, Use of Assets and Future Obligations of the Target and the Bidder

Pursuant to the Business Combination Agreement, the parties intend to continue the Bidder's and the Target's respective restructuring programs Diebold 2.0 and Delta (see Sections *Strategy* on page 184 of **Annex 4** and *Acceleration of Transition to Software and IT Services Company* on pages 298 *et seq.* of **Annex 4**) and with the objective of an accelerated transition of the Combined Group to an enterprise that is services-led, software-enabled and supported by innovative hardware and to use its global reach to achieve economies of scale and adjust its cost structure, while re-investing in new solution offerings (software and services) with the objective to accelerate growth.

The Bidder and the Target have agreed in the Business Combination Agreement to discuss the (re-)financing strategy of Wincor Nixdorf in good faith and in a cooperative manner. Wincor Nixdorf will grant the Bidder reasonable access to all debt financing sources which become due in the course of or in connection with the settlement of this Takeover Offer. Pursuant to the Business Combination Agreement, the Bidder is obligated to grant the Target a shareholder loan in the amount of up to 500.0 million at market terms in order to meet a potential (re-)financing need of the Target caused by the settlement of the Takeover Offer. A partial amount of 175.0 million of the shareholder loan has been secured by the Bidder through binding financing agreements with banks.

The Business Combination Agreement also provides that the Combined Group will operate its business along the dimension of (i) business units or lines of business which shall include hardware, software and services (each, a **Line of Business** and, collectively, the **Lines of Business**) and (ii) regions or geographies (the **Regions**). The Lines of Business shall be the Combined Group's primary management dimension with profit and loss responsibility and the Regions shall be the Combined Group's secondary management dimension.

The Business Combination Agreement provides that the Lines of Business dimension of the Combined Group shall be organized as follows:

- (i) The Line of Business entitled *Services* shall be centered in the North Canton, Ohio headquarter and led by Mr. Olaf Heyden.
- (ii) The Line of Business entitled *Systems* shall be centered in the Paderborn headquarter and led by Dr. Ulrich Näher.
- (iii) The Line of Business entitled *Software* shall be centered in the Paderborn headquarter / Utrecht (sub-location London, Ontario) and led by Mr. Alan Kerr.
- (iv) The management teams below the leadership for each Line of Business shall be staffed such that both the Bidder and the Target are represented in a fair way. The guideline for staffing should be

performance over origin.

- (v) The integration plan to be developed by the Parties shall provide an efficient tax coordination of the Lines of Business.

The Combined Group shall as a third management dimension use customer segments (currently consisting of a Retail segment and a Banking segment) to tailor solutions and services as well as the Combined Group's go-to-market approach to the customer needs.

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The Regions dimension shall be organized along the following geographical segmentations:

- (i) NA North America (the United States and Canada),
- (ii) LA Latin America,
- (iii) APJ Asia, Pacific and Japan, and
- (iv) EMEA Germany, rest of Europe, the Middle East and Africa, provided, however, that the Bidder and Wincor Nixdorf agree that the EMEA segmentation shall be subject to further good faith negotiation between the Bidder and the Target.

The regional leaders shall be matrixed with the Lines of Business.

The Combined Group intends to use a global account program for selected customers to better address large-scale customers whose requirements stretch globally.

The Combined Group may not be able to realize all of the anticipated benefits of the business combination. The success of the business combination will depend on, among other things, the Bidder's ability to combine its business with Wincor Nixdorf's business in a manner that facilitates growth in the value-added services sector and realizes anticipated cost savings. The Bidder believes that the business combination will provide an opportunity for revenue growth in managed services, professional services, installation and maintenance services.

8.2 Intentions regarding the Members of the Management of the Target and of the Bidder

Pursuant to the Business Combination Agreement, the Bidder and the Target intend to use their best efforts, subject to the confines of the organizational and governance rules under applicable stock corporation law and any applicable fiduciary duties, to staff the respective boards of the Bidder and the Target as promptly as possible after the settlement as follows. Further agreements and intentions with regard to the management of the Target and the Bidder do not exist.

8.2.1 Supervisory Board of Target

The Target shall use its reasonable best efforts to ensure that after settlement three (3) current shareholder appointed members of the supervisory board will resign from their positions and will be replaced by three (3) representatives of the Bidder.

The total number of members of the supervisory board consisting of twelve (12) members (with six (6) representatives each from the shareholders' side and the employees' side) shall remain unchanged.

8.2.2 Management Board of the Target

The current members of the management board shall also continue to manage the Target after the settlement; upon the Bidder's reasonable request, the Bidder shall via expansion be adequately represented in the management board.

Following settlement, each member of the management board will discuss with the supervisory board his or her new service agreements (*Dienstverträge*) to ensure such agreements' compliance with the Bidder's human resources practices (in respect of terms, extension and severance).

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8.2.3 Board of Directors of the Bidder

Immediately following the settlement of the Takeover Offer the Bidder will expand the size of its board of directors to an overall number of thirteen (13) board members and appoint Dr. Alexander Dibelius, chairman of the supervisory board of the Target, Dr. Dieter Düsedau, member of the supervisory board of the Target, and Mr. Eckard Heidloff, chief executive officer of the Target to Bidder's board of directors.

The Bidder shall nominate the formerly appointed board members Mr. Eckard Heidloff, Dr. Alexander Dibelius and Dr. Dieter Düsedau for election by the shareholders to the Combined Group's board of directors at the level of the Bidder (at least one (1) board election cycle after the first shareholder vote on new directors) and recommend that the Bidder's shareholders vote in favor of them.

The Business Combination Agreement also provides, that upon becoming member of the board of directors, the Bidder shall appoint Mr. Heidloff as its president.

8.2.4 Executive Committee at the level of the Bidder

The Parties stipulated in the Business Combination Agreement that after settlement of the Takeover Offer, the Bidder will install an executive committee of eight members with equal representation of executives from Diebold and Wincor Nixdorf (the **Executive Committee**). The members of the Executive Committee individually and as a committee are the primary executive management body in the Combined Group regarding the lead and the direction of the operations and the organization.

Pursuant to the Business Combination Agreement, the Executive Committee will include the respective chief executive officers and the chief financial officers of the Bidder and the Target, i.e. Mr. Andreas W. Mattes and Mr. Christopher A. Chapman will serve on the Executive Committee for the Bidder and Mr. Eckard Heidloff and Dr. Jürgen Wunram will serve on the Executive Committee for the Target. The other four members of the Executive Committee will be the head of the Line of Business entitled Services (Mr. Olaf Heyden), Systems (Dr. Ulrich Näher), Software (Mr. Alan Kerr) and the chief legal officer / general counsel of the Bidder (Mr. Jonathan B. Leiken).

Further agreements and intentions with regard to the executive officers of the Bidder do not exist.

8.2.5 Employees, Employment Terms and Employee Representatives of the Target and the Bidder

The Bidder and the Target stated in the Business Combination Agreement that they view the Business Combination as an opportunity for growth and further development for their employee base. Given both companies have a multinational structure, the Combined Group will rely on the competence and commitment of all of its employees and considers the combined workforce the foundation for future success.

Pursuant to the Business Combination Agreement, the Bidder covenants not to cause the Target to take actions that would lead to a change of the existing level and status of co-determination in the supervisory board.

Both parties are committed in accordance with the provision of Business Combination Agreement to retaining their respective top talents amongst the employees within the Combined Group and to such end intend to implement adequate retention programs to the extent necessary.

The Bidder intends to maintain businesses and operations of the Target as they existed on the date of the Business Combination Agreement as detailed in the Business Combination Agreement at least until September 30, 2018, subject to the implementation of the Target's current Delta Program which is strongly supported by the Bidder and which shall be continued as detailed in the Business Combination Agreement in the same manner as planned; provided, however, that in Germany, any reduction of the Target's workforce shall not materially exceed the extent contemplated under the Delta Program (for further information about

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the extent and the status of the implementation of the reduction of Wincor Nixdorf's workforce in connection with the Delta Program see in section *Employees* on page 323 of **Annex 4** of this Offer Document).

The Bidder will respect all labor-related provisions in Germany, including existing works agreements (*Betriebsvereinbarungen*) and collective bargaining agreements (*Tarifverträge*).

All employees of the Combined Group will be treated equally in connection with the integration process.

8.3 Name and Registered Office of the Target and the Bidder, Major Business Locations of the Combined Group

Pursuant to the Business Combination Agreement, the Bidder and the Target intend that the name of the enterprise operated by the Combined Group, as well as of the Bidder, shall be Diebold Nixdorf. The corporate colors of the Combined Group shall include red as used by the Target and blue as used by the Bidder. The Combined Group shall incorporate the principle of the Target's logo design with blue characters and with a red stripe.

The Combined Group's business shall be operated from headquarters located in North Canton, Ohio and Paderborn, Germany. The Combined Group's registered offices shall be in North Canton, Ohio, given that the top holding entity will be publicly-listed in the United States and based in Ohio.

There shall be no change to the location of the Target's corporate headquarters in Paderborn or to the locations of the Target's German material subsidiaries. The Bidder does not intend any changes with respect to its major business locations.

8.4 Consolidation

The Bidder intends to control the Target to the greatest extent permissible. To this end and depending on the percentage of Wincor Nixdorf Shares acquired by the Bidder in the Takeover Offer and, to the extent legally permissible, in the open market, the Bidder and the Target may effect one or several of the measures described below and in more detail in Sections 15.2 to 15.4.

8.4.1 Appointment to the Governing Bodies and Committees

The Bidder supports the previous business strategy of the Target's management board. The Bidder is considering promoting relations during the combination of the Bidder and the Target, and to this end, having the same persons occupy entirely, or partially, the governing bodies and committees within the Combined Group (see above Section 8.2).

8.4.2 Domination and/or Profit and Loss Transfer Agreement

The Business Combination Agreement includes no provision for potential corporate measures, but it clarifies that the provisions of the Business Combination Agreement shall not prevent either Party to seek to enter into and/or to adopt resolutions in favor of any corporate measures.

The Bidder may effect a domination agreement and/or a profit and loss transfer agreement, pursuant to which the remaining shareholders of the Target will have limited rights, including a limited ability to participate in the profits of the Target. In this case, Wincor Nixdorf Shareholders who did not tender their shares in the Takeover Offer may elect to either (i) continue to hold their Wincor Nixdorf Shares and be entitled to a fixed or variable compensation pursuant to Section 304 German Stock Corporation Act or (ii) receive an adequate cash compensation in exchange for their Wincor Nixdorf Shares pursuant to Section 305 para. 2 of the German Stock Corporation Act.

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8.4.3 Squeeze-Out

The Bidder may, depending on the percentage of Wincor Nixdorf Shares acquired by the Bidder in the Takeover Offer or, to the extent legally permissible, in the open market, effect a mandatory squeeze-out of the Wincor Nixdorf Shares that the Bidder does not already own by way of a squeeze-out transaction (a **Squeeze-Out**) pursuant to either Sections 327a *et seq.* German Stock Corporation Act, Sections 39a *et seq.* Takeover Act or Section 62 para. 5 of the German Transformation Act. By way of a Squeeze-Out, Wincor Nixdorf Shares of Wincor Nixdorf Shareholders who did not accept the Takeover Offer will be automatically converted into the right to receive compensation in cash or a combination of stock and cash, as applicable, depending on the legal basis of the Squeeze-Out (see below Section 15.4).

8.4.4 Planned Reorganization Transaction

Whether and which type of post-completion reorganization transaction the Bidder pursues following settlement of the Takeover Offer depends in particular on the percentage of Wincor Nixdorf Shares acquired in the Takeover Offer and, to the extent legally permissible, in the open market:

if the Bidder (through Diebold KGaA) holds at least 75 percent of outstanding Wincor Nixdorf Shares but less than 90 percent of Wincor Nixdorf's issued share capital (when determining the relevant share capital, treasury shares will not be taken into account), the Bidder or Diebold KGaA intends to enter into a domination agreement and/or a profit and loss transfer agreement with Wincor Nixdorf;

if the Bidder (through Diebold KGaA) holds at least 90 percent of Wincor Nixdorf Shares (when determining the relevant share capital, treasury shares will not be taken into account) but, directly or indirectly, less than 95 percent, Diebold KGaA will conduct a cash merger squeeze-out under Section 62(5) of the German Transformation Act; and

if the Bidder (through Diebold KGaA) holds directly or indirectly at least 95 percent of Wincor Nixdorf's issued share capital or Wincor Nixdorf's voting share capital (when determining the relevant share capital, treasury shares will not be taken into account) it intends to pursue initiating either a corporate squeeze-out under Sections 327a *et seq.* of the German Stock Corporation Act or a takeover squeeze-out under Sections 39a *et seq.* of the German Takeover Act. Whether the Bidder pursues initiating a corporate squeeze-out or a takeover squeeze-out will depend on the circumstances at the time the 95 percent threshold is met. Since in a takeover squeeze-out (other than in the case of a corporate squeeze-out) the Bidder can in the present case also (partly) offer Diebold Shares to the minority shareholders as compensation for their Wincor Nixdorf Shares, the decision to pursue either a corporate squeeze-out or a takeover squeeze-out depends, among other things, on the price of Diebold Shares at the time the Bidder conducts the squeeze-out.

If, following the Takeover Offer, the Bidder (through Diebold KGaA) holds less than 90 percent of Wincor Nixdorf's issued share capital (when determining the relevant share capital, treasury shares will not be taken into account), the Bidder could not commence a squeeze-out transaction, but may purchase additional Wincor Nixdorf Shares in the open market in order to reach the relevant threshold to consummate a squeeze-out transaction.

8.5 Other Intentions

Other than the intentions and measures stated in this Section 8, the Bidder and Diebold KGaA have not provided for any other intentions or measures concerning future business operations, the registered office and the location of essential parts of the Target, the use of assets, future obligations, the employees and their representatives, the members of the governing bodies and material changes of employment conditions of either the Target or, to the extent affected by the Takeover Offer, the Bidder. Subject to market- and other developments, the Bidder intends following the time of the settlement to pay dividends at a lower per share rate as it has paid in the past.

Table of Contents**9. Consideration****9.1 Admittance to Trading on Organized Market and Liquidity of Diebold Offer Shares**

Prior to the time of transfer of the Diebold Offer Shares to the Wincor Nixdorf Shareholders under the Takeover Offer, the Bidder will apply for admission to trading of Diebold Offer Shares on the NYSE and of all Diebold Shares on the Frankfurt Stock Exchange. The admission to trading on the Frankfurt Stock Exchange relates to the full share capital of the Bidder and will be an admission to trading on an organized market within the meaning of Section 2 para. 7 Takeover Act.

Commencement of trading on the Frankfurt Stock Exchange is expected to occur immediately after delivery of the Diebold Offer Shares to the Tendering Wincor Nixdorf Shareholders. Diebold Shares are currently listed on the NYSE and have a significant free float. Diebold Shares and especially the Diebold Offer Shares to be issued in relation with this Takeover Offer will therefore be liquid shares within the meaning of Section 31 para. 2 Takeover Act (see **Annex 5**). The Diebold Offer Shares will be fully fungible with the other common shares of the Bidder, including with respect to dividend entitlements (based on the Bidder's quarterly dividend distribution) as well as voting rights.

9.2 Minimum Consideration

Pursuant to Section 31 paras. 1, 2 and 7 Takeover Act, and in conjunction with Section 3 sentence 1 of the Takeover Offer Regulation, the Bidder must offer Wincor Nixdorf Shareholders adequate consideration for their Wincor Nixdorf Shares. The amount of the consideration pursuant to Section 3 sentence 2 of the Takeover Offer Regulation may not be less than the predetermined minimum value as set out in Sections 4 through 6 of the Takeover Offer Regulation. The minimum value to be offered to the Wincor Nixdorf Shareholders per Wincor Nixdorf Share must be at least equal to the higher of the two following values:

- (1) *Consideration of Prior Acquisitions (Vorerwerbe)*. Pursuant to Section 31 paras. 1, 2 and 7 Takeover Act, in conjunction with Section 4 of the Takeover Offer Regulation, the consideration for the Wincor Nixdorf Shares must be at least equivalent to the highest consideration provided or agreed to by the Bidder, any person acting in concert with it or its subsidiaries, for the acquisition of the shares of the Target within the last six months prior to the publication of this Offer Document.
- (2) *Consideration of Domestic Market Prices*. Pursuant to Section 31 paras. 1, 2 and 7 Takeover Act, in conjunction with Section 5 paras. 1 and 3 of the Takeover Offer Regulation, the consideration must at least be equivalent to the weighted average domestic market price of the Wincor Nixdorf Shares during the last three months prior to the publication of the decision to launch the Takeover Offer, pursuant to Section 10 para. 1 sentence 1 Takeover Act, on November 23, 2015, *i.e.*, the period as of August 23, 2015 up to and including November 22, 2015 (**Three-Month Average Price**).

During the period set forth in Section 9.2(1), neither the Bidder, nor any person acting in concert with it or any of its subsidiaries, acquired Wincor Nixdorf Shares and there are no agreements to this effect in existence. Therefore, no prior acquisitions (*Vorerwerbe*) exist within the meaning of Section 31 paras. 1, 2 and 7 Takeover Act in conjunction with Section 4 of the Takeover Offer Regulation that would influence the minimum consideration for this Takeover Offer.

The minimum price described under Section 9.2(2) will be determined according to the Three-Month Average Price of Wincor Nixdorf Shares, pursuant to Section 5 para. 3 of the Takeover Offer Regulation in conjunction with Section 9 Securities Trading Act, on the basis of stock exchange securities transactions registered under Section 9 Securities Trading Act. At the same time, every transaction is weighted according to its sales volume (number of shares multiplied by price) in relation to the total number of shares, so that a large transaction measured by sales volume would play a larger role in the calculation than a small transaction. The calculation is as follows: volume (sum of number of shares multiplied by the price of all relevant transactions) divided by the number of shares of all relevant transactions.

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The calculation includes all transactions made with the shares in question during the three months prior to publication of the decision to launch an offer or to acquire control on the regulated markets of stock exchanges in Germany (domestic organized markets). Accordingly, the relevant reference day for calculating the minimum price is the day that precedes the publication of the decision to launch an offer or to acquire control.

The Bidder announced its decision to launch the Takeover Offer on November 23, 2015. The Three-Month Average Price on the reference date, November 22, 2015, amounts to 40.87 per Wincor Nixdorf Share, as the BaFin notified the Bidder on November 30, 2015. The consideration offered to Wincor Nixdorf Shareholders must therefore amount to at least 40.87 per Wincor Nixdorf Share pursuant to Section 31 paras. 1, 2 and 7 Takeover Act in conjunction with Sections 7 and 5 paras. 1 and 3 of the Takeover Offer Regulation.

9.3 Offer Consideration

The Bidder offers, for each Wincor Nixdorf Share a combined consideration of 38.98 in cash and 0.434 Diebold Offer Shares (see Section 4.1).

9.4 Adequacy of the Offer Consideration

(1) Cash Component

The Cash Component offered as part of the Offer Consideration amounts to 38.98.

(2) Value of the Share Component

The Bidder calculated the amount of the Share Component on the basis of an evaluation of Diebold, Incorporated. For this purpose the Bidder obtained the opinion of an expert regarding the value of the Diebold Offer Shares, who concluded, based on a share price and liquidity analysis, that the minimum value is the volume-weighted average market price of the Diebold Shares on the NYSE during the last three months prior to the publication of the decision to launch the Takeover Offer pursuant to Section 10 para. 1 sentence 1 Takeover Act on November 23, 2015, *i.e.*, the period from August 23, 2015 to and including November 22, 2015 (the **Three-Month VWAP of the Diebold Offer Shares**) (Annex 5).

According to German case law on company valuation in compensation cases, the minimum value of equity securities generally equals the stock market price, based, for example, on the three-month volume-weighted average market price of such securities (**Three-Month VWAP**). Since the stock market price typically represents the value at which a shareholder can freely dispose of its shares, the stock market price provided an adequate level of liquidity in compensation cases constitutes the minimum value for an adequate valuation.

Since the relevance of the stock market price for the minimum value of equity security results from the possibility of their free disposal in the open market, it is irrelevant for valuation purposes in compensation cases assuming adequate liquidity of the shares whether such shares are listed on the regulated market of the Frankfurt Stock Exchange (like the Wincor Nixdorf Shares) or on the NYSE (like the Diebold Shares). For valuation purposes the Three-Month VWAP is at least equivalent to the three month average price of the Diebold Offer Shares.

Diebold Shares are listed on the NYSE and are traded under the ticker symbol `DBD`. The NYSE is the largest stock exchange worldwide by market capitalization of listed companies. From August 23, 2015 to and including November 22, 2015 (the **Three-Month Period**), a daily average of several hundred thousand Diebold Shares have been traded and a total number of 29,239,383 Diebold Shares have been traded on the NYSE during such Three-Month Period. The Three-Month VWAP of the Diebold Offer Shares during such Three-Month Period was 30.07 per Diebold Offer Share. The Three-Month VWAP of the Diebold Offer Shares was calculated by multiplying the following factors:

- (i) the \$-denominated closing price of the Diebold Shares for each trading day on the NYSE during the Three-Month Period (source: <https://www.nyse.com/quote/XNYS:DBD>),

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- (ii) the total number of Diebold Shares traded on each trading day on the NYSE during the Three-Month Period (source: <https://www.nyse.com/quote/XNYS:DBD>), and
- (iii) the noon buying rates for if paid in \$ for each such relevant trading day during the Three-Month Period (as published by the New York Federal Reserve Bank under <http://www.federalreserve.gov/releases/h10/hist>, except for those noon buying rates that were not published due to public holidays in the United States on October 12, 2015 and November 11, 2015, which were obtained from Bloomberg L.P.).

with the result of such multiplication then to be divided by the total number of Diebold Shares that were traded on the NYSE during the Three-Month Period (Annex 5).

The minimum value of the Share Component of the Offer Consideration thus amounts to 13.05, rounded in accordance with commercial practice. This result is obtained by multiplying the value of one Diebold Offer Share based on the Three-Month VWAP of the Diebold Offer Shares, i.e., approximately 30.07, and the exchange ratio of the Share Component, i.e., 0.434 Diebold Offer Shares for each Wincor Nixdorf Share.

(3) Value of the Offer Consideration

The value of the Offer Consideration, consisting of the Cash Component of 38.98 and of the Share Component of approximately 13.05 thus amounts to 52.03, rounded in accordance with commercial practice.

(4) Valuation Methods

In determining the Offer Consideration, the Bidder specifically took into account the historical development of the market value of the Wincor Nixdorf Share. The market price is a widely accepted basis for determining the adequacy of the consideration for listed shares. Wincor Nixdorf Shares are admitted to trading on the regulated market (*Regulierter Markt*) of the Frankfurt Stock Exchange (Prime Standard). The currently issued Wincor Nixdorf Shares are included in the MDAX and meet the free-float requirement and appropriate trade activities and volumes.

With the above-determined Three-Month Average Price of 40.87 for Wincor Nixdorf Shares, the Offer Consideration of approximately 52.03 represents a premium of approximately 11.16 or 27.31 percent of the Three-Month Average Price and is therefore appropriate within the meaning of Section 31 paras. 1, 2 and 7 of the Takeover Act in conjunction with Section 3 sentence 1 of the Takeover Offer Regulation.

Additionally, the Offer Consideration represents a premium of approximately 6.22 or approximately 13.58 percent based on the XETRA closing price for Wincor Nixdorf Shares of 45.81 on November 20, 2015 (available at: http://www.boerse-frankfurt.de/aktie/Wincor_Nixdorf-Aktie/ETR), the last trading day prior to the publication of the decision to launch the Takeover Offer, whereby such price has been influenced by the negotiations about a possible merger between the Bidder and Wincor Nixdorf, published by an ad hoc announcement. With a value of approximately 52.03, the Offer Consideration is higher than each closing price of Wincor Nixdorf Shares in the 52 weeks prior to November 20, 2015 (source: German Stock Exchange).

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Furthermore, in the Bidder's opinion, the adequacy of the Offer Consideration may also be derived from the following expected prices for the Wincor Nixdorf Shares as published prior to the publication of the ad hoc notification of Wincor Nixdorf on October 17, 2015, i.e., the day on which Wincor Nixdorf announced that it had entered into a non-binding term sheet with the Bidder regarding a potential strategic business combination:

Source	Expected Price
UBS	45.00
Commerzbank	30.00
Bankhaus Metzler	39.00
MainFirst Bank AG	30.00
Nord/LB	38.00
Independent Research GmbH	40.00
Equinet (ESN)	42.00
HSBC	41.00
Bankhaus Lampe	38.00
DZ BANK AG	38.00
Landesbank Baden-Württemberg	35.00
Kepler Cheuvreux	31.00
Wedbush	36.00
Hauck & Aufhäuser	40.00
National Bank AG	40.00
Oddo Seydler Bank AG	31.50
M.M. Warburg Investment Research	45.00

The presented analyst estimates obtained for the Wincor Nixdorf Shares have an expected average price of 37.62.

No other valuation method has been employed other than those shown in this Offer Document.

The Offer Consideration for each Wincor Nixdorf Share is therefore adequate.

9.5 Non-Applicability of Section 33b Takeover Act

The Wincor Nixdorf Articles of Association do not allow for the application of Section 33b para. 2 Takeover Act. The Bidder is therefore not under the obligation to pay any indemnities in accordance with Section 33b para. 5 Takeover Act.

10. Regulatory Approvals and Procedures**10.1 Antitrust Proceedings**

The Takeover Offer will also be subject to review by antitrust authorities in jurisdictions outside Germany and the United States. Under some of these jurisdictions, the Takeover Offer and/or the Business Combination may not be consummated before a notification has been submitted to the relevant antitrust authority and/or certain consents, approvals, permits or authorizations have been obtained and/or the applicable waiting period has expired or has been

terminated. The Bidder intends to make all necessary notifications and filings in these jurisdictions as soon as practicable. For a description and the status of the antitrust proceedings see Section *Regulatory Approvals Related to the Business Combination Antitrust Clearance* on pages 178 *et seq.* of **Annex 4**.

10.2 Registration Statement

The Registration Statement is necessary in order to register the Diebold Offer Shares under the Securities Act. The Takeover Offer may only be settled after the SEC declares the Registration Statement effective.

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10.2.1 Status of the Proceedings

The Registration Statement was filed with the SEC on November 24, 2015. On December 21, 2015, January 21, 2016, and February 4, 2016 the Bidder received comment letters from the SEC with respect to the Registration Statement. On January 8, 2016, the Bidder filed the first amendment and on February 1, 2016, the Bidder filed the second amendment to the Registration Statement with the SEC. On February 3, 2016, the Bidder filed the third amendment and on February 5, 2016, the Bidder filed the fourth amendment to the Registration Statement with the SEC. On February 5, 2016 the SEC declared the Registration Statement effective.

10.2.2 Early Commencement Rule

In contrast to the general rule under applicable U.S. securities laws and in reliance on Rule 162(a) under the Securities Act (the **Early Commencement Rule**), the Bidder has begun the Takeover Offer before the Registration Statement has been declared effective by the SEC. As a result of its reliance on the Early Commencement Rule, Wincor Nixdorf Shareholders must be granted the right to withdraw their acceptance of the Takeover Offer at any time during the Acceptance Period. Furthermore, the Early Commencement Rule requires compliance with Rule 14d-4(d) under the Exchange Act. Pursuant to such rule the Wincor Nixdorf Shareholders must be notified immediately of any material changes in the information published, sent or given in connection with the Takeover Offer. In the case of a material change other than price or share levels, there must be at least five Business Days between the notice to the shareholders of such material change and the end of the Acceptance Period. In case that the material change is with respect to the price, the amount of securities sought, the dealer's soliciting fee or other similarly significant change, or a prospectus supplement is included as part of a post-effective amendment to the Registration Statement, there must be 10 Business Days between notice to the shareholders of such material change or filing and the end of the Acceptance Period. If the preliminary prospectus was materially deficient, there must be 20 Business Days between the notice to the shareholders of such deficiency and the end of the Acceptance Period. The Bidder will comply with these provisions only in accordance with the provisions of the Takeover Act. In particular, the Acceptance Period will be extended only in the events provided for in the Takeover Act.

10.2.3 Stop Order

If the SEC is of the opinion that the Registration Statement includes untrue statements of material facts or omits material facts, the SEC may, pursuant to Section 8(d) of the Securities Act, after a hearing of the Bidder, issue a stop order suspending the effectiveness of the Registration Statement. If the SEC would issue a stop order for the Takeover Offer, the Bidder could not settle the Takeover Offer. However, if the Bidder revises the Registration Statement according to the requirements of the stop order, the SEC would revoke the stop order. Usually, the SEC addresses issues that could give grounds to a stop order during the review of the Registration Statement (see Section 10.2.1). As this gives the Bidder the opportunity to address such issues, the SEC rarely issues stop orders in practice.

10.3 Permission to Publish this Offer Document

BaFin approved the publication of this Offer Document by the Bidder on February 4, 2016.

11. Requirements for the Settlement of the Takeover Offer

11.1 Closing Conditions

This Takeover Offer and the agreements which come into existence as a result of accepting the Takeover Offer will only be settled if the following Closing Conditions (the **Closing Conditions**) have been satisfied or effectively waived by the Bidder before the default of the respective Closing Condition (see Section 11.3):

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11.1.1 Regulatory Condition

After publication of this Offer Document and no later than November 21, 2016 the transactions contemplated by this Takeover Offer have been approved by the competent Antitrust Authorities in the following jurisdictions or the statutory waiting periods in the following jurisdictions have lapsed, with the result that the transactions contemplated by this Takeover Offer may be completed:

- (1) Austria, Poland, Portugal, Slovakia and Spain and/or the European Union, if and to the extent the European Commission has authority pursuant to Council Regulation (EC) No. 139/2004 of January 20, 2004;
- (2) The United States of America;
- (3) Brazil;
- (4) China;
- (5) Russia; and
- (6) Turkey.

This Closing Condition is hereinafter referred to as the **Regulatory Condition** .

11.1.2 Registration Statement Condition

The Registration Statement regarding the Diebold Offer Shares:

- (1) has been declared effective by the SEC between the publication of this Offer Document and the expiration of the Acceptance Period; and
- (2) at the expiration of the Acceptance Period is not the subject of any stop order by the SEC pursuant to Section 8(d) of the Securities Act or any proceeding initiated by the SEC seeking such a stop order.

This Closing Condition is hereinafter referred to as the **Registration Statement Condition** .

11.1.3 Minimum Tender Condition

At the time of the expiration of the Acceptance Period (as defined in Section 4.2), the sum of the number of

- (1) Tendered Wincor Nixdorf Shares (as defined in Section 12.2(2)) (including those Wincor Nixdorf Shares for which the acceptance of this Takeover Offer has been declared during the Acceptance Period but only becomes effective after the end of the Acceptance Period by transferring the Wincor Nixdorf Shares to ISIN DE000A169QN2 (WKN A16 9QN)) for which the right to withdrawal, if any, has not been validly exercised in accordance with this Offer Document,
- (2) Wincor Nixdorf Shares held directly by the Bidder, any member of Diebold Group or any person acting in concert with the Bidder within the meaning of Section 2 para. 5 Takeover Act (excluding, for the avoidance of doubt, any Wincor Nixdorf Treasury Shares),
- (3) Wincor Nixdorf Shares that must be attributed to the Bidder or any member of Diebold Group in accordance with Section 30 Takeover Act, and
- (4) Wincor Nixdorf Shares for which the Bidder, any member of Diebold Group or any person acting in concert with the Bidder within the meaning of Section 2 para. 5 Takeover Act has entered into an agreement outside of this Takeover Offer, giving them the right to demand the transfer of title of such Wincor Nixdorf Shares,

(Wincor Nixdorf Shares that fall within the scope of several of the Sections 11.1.3(1) through 11.1.3(4) are counted only once) equals at least 22,362,159 Wincor Nixdorf Shares (approximately 67.6 percent of all Wincor Nixdorf Shares existing at the time of approval of the publication of this Offer Document by BaFin) (the Minimum Acceptance Rate).

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11.1.4 No Market Material Adverse Change Condition

- (1) Between the publication of this Offer Document and the expiration of the Acceptance Period trading on the Frankfurt Stock Exchange shall not have been suspended for more than three consecutive trading days for all shares admitted to trading on the entire Frankfurt Stock Exchange.
- (2) Furthermore, the closing quotations of the DAX (ISIN DE0008469008), as determined by Deutsche Börse AG, Frankfurt am Main, Germany, or a successor thereof, and published on its website (currently: www.deutsche-boerse.com), of the two trading days prior to the end of the Acceptance Period, are no more than 28.5 percent below the closing quotation of the DAX on the trading day immediately preceding the day of approval of the publication of this Offer Document by BaFin (namely, not below 6,745.90 points).

This Closing Condition is hereinafter referred to as the **No Market Material Adverse Change Condition**.

The Closing Conditions in Sections 11.1.4(1) and 11.1.4(2) constitute independent Closing Conditions.

11.1.5 No Wincor Nixdorf Material Adverse Change Condition

Between the publication of this Offer Document and the expiration of the Acceptance Period neither

- (1) Wincor Nixdorf has published new circumstances pursuant to Section 15 Securities Trading Act, nor
- (2) circumstances have occurred that would have had to be published by Wincor Nixdorf pursuant to Section 15 Securities Trading Act or that Wincor Nixdorf did not publish because of a self-exception pursuant to Section 15 para. 3 Securities Trading Act,

that, in case of a one-time event, result in a negative effect on the annual EBITDA (as defined in Wincor Nixdorf's annual report for the fiscal year ended September 30, 2015) of Wincor Nixdorf in an amount of at least 50 million, and/or, in case of a recurring event, result in a recurring negative effect on the annual EBITDA (as defined in Wincor Nixdorf's annual report for the fiscal year ended September 30, 2015) of Wincor Nixdorf in an amount of at least 18 million for the fiscal years 2015/2016, 2016/2017 and 2017/2018, or that, in each case, could reasonably be expected to have such effect (Material Adverse Change).

Whether a Material Adverse Change has occurred between the publication of this Offer Document and the expiration of the acceptance period will be determined exclusively by an expert opinion of the Independent Expert as set out in greater detail in Section 11.2. If (i) the Independent Expert (as defined in Section 11.2) confirms that a Material Adverse Change has occurred, (ii) this expert opinion of the Independent Expert has been received by the Bidder by the expiration of the acceptance period and (iii) the Bidder has published the receipt and result of this expert opinion of the Independent Expert no later than on the required date of publication pursuant to Section 23 para. 1 sentence 1 no. 2 Takeover Act, the Closing Condition as set out in this Section 11.1.5 shall be deemed not satisfied. In all other cases, the Closing Condition as set out in this Section 11.1.5 shall be deemed to have been satisfied.

11.1.6 No Material Compliance Violation

Between the publication of this Offer Document and the expiration of the Acceptance Period no criminal or administrative offense (*Ordnungswidrigkeit*) relating to applicable corruption, anti-bribery, money-laundering or cartel laws (Material Compliance Violation) by a member of a governing body or officer of Wincor Nixdorf or a subsidiary of Wincor Nixdorf, while any such person was operating in their official capacity at, or on behalf of, Wincor Nixdorf or a subsidiary of Wincor Nixdorf is known to have occurred, if any such Material Compliance Violation constitutes insider information for Wincor Nixdorf pursuant to Section 13 Securities Trading Act or has constituted insider information prior to its publication.

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Whether a Material Compliance Violation has occurred between the publication of this Offer Document and the expiration of the acceptance period will be determined exclusively by an expert opinion of the Independent Expert as set out in greater detail in Section 11.2. If (i) the Independent Expert (as defined in Section 11.2) confirms that a Material Compliance Violation has occurred, (ii) this expert opinion of the Independent Expert has been received by the Bidder by the expiration of the acceptance period and (iii) the Bidder has published the receipt and result of the expert opinion of the Independent Expert no later than on the required date of publication pursuant to Section 23 para. 1 sentence 1 no. 2 Takeover Act, the Closing Condition as set out in this Section 11.1.6 shall be deemed not satisfied. Otherwise, the Closing Condition as set out in this Section 11.1.6 shall be deemed to have been satisfied.

11.1.7 No Increase of Share Capital; No Issuance of Wincor Nixdorf Treasury Shares

Between the publication of this Offer Document and the expiration of the Acceptance Period:

- (1) Wincor Nixdorf shall not have increased its share capital, and
- (2) Wincor Nixdorf shall not have granted, delivered, sold, committed to sell or to transfer, or in any other way disposed of any or all of the Wincor Nixdorf Treasury Shares.

The Closing Conditions in Sections 11.1.7(1) and 11.1.7(2) constitute independent Closing Conditions. For the avoidance of doubt, the issuance of new stock options to management directors and employees does not constitute a default of this Closing Condition, even if in principle such stock options could be satisfied by delivery of treasury shares or conditioned capital pursuant to the terms and conditions of the existing stock option plans.

11.1.8 No Over-Indebtedness or Insolvency

Between the publication of this Offer Document and the expiration of the Acceptance Period, Wincor Nixdorf does not publish pursuant to Section 15 Securities Trading Act that:

- (1) Insolvency proceedings under German law have been opened in respect of the assets of Wincor Nixdorf or the management board of Wincor Nixdorf has applied for such proceedings to be opened; or
- (2) There are grounds that would require an application for the opening of insolvency proceedings.

The Closing Conditions in Sections 11.1.8(1) and 11.1.8(2) constitute independent Closing Conditions.

11.1.9 No Superior Competing Offer

Between the publication of this Offer Document and the expiration of the Acceptance Period no competing offer by a third party within the meaning of Section 22 Takeover Act was announced pursuant to Section 10 para. 1 sentence 1 Takeover Act which according to an ad hoc notification by Wincor Nixdorf pursuant to Section 15 Securities Trading Act (i) offers an overall consideration exceeding the consideration offered by this Takeover Offer, or (ii) is otherwise

determined by the management board and the supervisory board of Wincor Nixdorf to be in the best interest of Wincor Nixdorf.

11.1.10 No Prohibition or Illegality of the Takeover Offer or of the Business Combination

At the expiration of the Acceptance Period, no temporary restraining order or preliminary or permanent injunction or other order of a competent governmental authority has been issued and is still in force or continues to exist in

- (1) a member state of the European Union;
- (2) the United States of America;

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- (3) Brazil;

- (4) China;

- (5) Colombia;

- (6) Russia;

- (7) Turkey;

- (8) Canada;

- (9) Australia; or

- (10) Japan

and prohibits or makes unlawful the business combination or the acquisition or direct or indirect ownership of Wincor Nixdorf Shares through the Bidder or Diebold KGaA and as a result prevents consummation of the Takeover Offer.

11.2 Independent Expert

The determination of a Material Adverse Change or a Material Compliance Violation will be conducted by the Value Trust Financial Advisors SE, München as an independent expert (the **Independent Expert**). The Independent Expert will deliver, after careful consideration pursuant to the standards of a diligent professional in the area of accounting and tax advising, an opinion in which it determines whether Material Adverse Change or a Material Compliance Violation has occurred.

The Independent Expert shall act only upon request of the Bidder. The Bidder shall publish without undue delay and with reference to this Takeover Offer, the commencement of the procedure to determine whether a Material Adverse Change (see Section 11.1.5), a Material Compliance Violation (see Section 11.1.6) has occurred between the publication of this Offer Document and at the end of the Acceptance Period, in the Federal Gazette (*Bundesanzeiger*) and on the internet (<http://www.diebold.com/> in the *Investor Relations* section).

In case the Bidder receives an expert opinion of the Independent Expert by the end of the Acceptance Period which states that between the publication of this Offer Document and the end of the Acceptance Period, a Material Adverse Change (see Section 11.1.5) or a Material Compliance Violation (see Section 11.1.6) has occurred, the Bidder is required to publish in the Federal Gazette (*Bundesanzeiger*) and on the internet (<http://www.diebold.com/> in the *Investor Relations* section) the fact that it has received such expert opinion and the result of this expert opinion without undue delay, however, at the latest on the date of the publication pursuant to Section 23 para. 1 sentence 1 no. 2 Takeover Act and with reference to this Takeover Offer. The expert opinion of the Independent Expert will be binding and final upon the acceptance of the Takeover Offer by the Bidder and the Wincor Nixdorf Shareholders. The

fees and expenses of the Independent Expert shall be borne by the Bidder.

In the Business Combination Agreement, Wincor Nixdorf committed to provide to the extent legally permissible and that all expenses incurred thereby borne by the Bidder (i) reasonable support to the Independent Expert and (ii) all requisite information regarding the Target, its subsidiaries and the business they operate.

11.3 Waiver of Closing Conditions

The Bidder shall be entitled, at its free discretion, up until one working day prior to the expiration of the Acceptance Period, to waive any Closing Condition before its default to the extent legally permissible and subject to any applicable consent by the requisite Financing Sources. Closing Conditions validly waived by the Bidder will be presumed, for the purposes of this Takeover Offer, to have been satisfied. For purposes of Section 21 para. 1 Takeover Act, the publication of the amendment of the Takeover Offer subject to Section 21 para. 2 Takeover Act in conjunction with Section 14 para. 3 Takeover Act is authoritative.

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In the event of waiving one, several or all of the Closing Conditions or the reduction of the Minimum Acceptance Rate within the last two weeks before the expiration of the Acceptance Period defined in Section 4.2 of this Offer Document, the Acceptance Period will be extended by two weeks pursuant to Section 21 para. 5 Takeover Act (until April 5, 2016 at 24:00 hours (Central European Summer Time)). The Acceptance Period will be extended only in accordance with the events provided for in the Takeover Act.

11.4 Non-Satisfaction of Closing Conditions

If (i) any of the Closing Conditions in Sections 11.1.2 to 11.1.10 of this Offer Document has not been satisfied at the end of the Acceptance Period or (ii) the Closing Condition in Sections 11.1.1 of this Offer Document has not been satisfied by November 21, 2016 (inclusive) and the Bidder has not effectively waived the relevant Closing Conditions pursuant to Section 21 para. 1 sentence 1 no. 4 Takeover Act by the end of the working day prior to the expiration of the Acceptance Period, the Takeover Offer will terminate.

In this case, the agreements entered into as a result of accepting the Takeover Offer will not be completed and will cease to exist (condition subsequent). Tendered Wincor Nixdorf Shares (as defined in Section 12.2(2)) will be reassigned and transferred where necessary to each respective Custodian Bank. Accordingly, the Custodian Banks will have to arrange for the Tendered Wincor Nixdorf Shares (as defined in Section 12.2(2)) to be transferred into DE000A0CAYB2 (WKN A0C AYB) without undue delay, and in any case, no later than five Business Days after the lapse of the Takeover Offer has been made known. The Tendered Wincor Nixdorf Shares will be rebooked free of charge for Wincor Nixdorf Shareholders pursuant to Section 12.9 of this Offer Document. However, any foreign taxes and/or fees and expenses charged by foreign Custodian Banks that do not have a mutual custody account connection with Clearstream must be borne by the relevant Wincor Nixdorf Shareholder.

If the Takeover Offer is not settled due to the non-satisfaction of a Closing Condition (Closing Failure), and if the Closing Failure was due to the non-satisfaction of (i) the Regulatory Condition, (ii) the Registration Statement Condition or (iii) the No Market Material Adverse Change Condition (and no other closing condition), the parties will use their reasonable best efforts to renegotiate the Takeover Offer and the business combination in good faith with regard to the new facts, provided that the Closing Failure has not been caused by non-compliance of either party with the terms of the business combination agreement.

11.5 Publication

The Bidder will publish without undue delay, both on the internet at the website <http://www.diebold.com/> in the *Investor Relations* section, in the Federal Gazette (*Bundesanzeiger*) and by way of an English language press release via an electronically operated information distribution system in the United States, if (i) a Closing Condition has been satisfied, (ii) a Closing Condition has been waived by the Bidder, (iii) all Closing Conditions have been satisfied unless otherwise waived, or (iv) the Takeover Offer will not be completed.

11.6 Termination Fees

If (i) the Takeover Offer is not consummated due to the failure to satisfy the Regulatory Condition (see Section 11.1.1), the Registration Statement Condition (see Section 11.1.2), or the No Market Material Adverse Change Condition (see Section 11.1.4), (ii) the Bidder and Wincor Nixdorf were unable pursuant to the Business Combination Agreement to agree upon a revised transaction and enter into a revised agreement within a period of two months and

(iii) either party has terminated the Business Combination Agreement under specific conditions according to the provisions of the Business Combination Agreement, a termination fee (*pauschalierter Schadensersatz*) must be paid to Wincor Nixdorf by the Bidder as follows:

20 million if the Registration Statement Condition has not been satisfied, except an exception applies pursuant to the Business Combination Agreement;

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30 million if the No Market Material Adverse Change Condition has not been satisfied; or

50 million if the Regulatory Condition has not been satisfied on or before November 21, 2016.

12. Acceptance and Settlement of the Takeover Offer

12.1 Settlement Agent

The Bidder has appointed Deutsche Bank Aktiengesellschaft, Taunusanlage 12, 60325 Frankfurt am Main, Germany (Offer Document inquiries by facsimile at +49 69 910 38794 or by email at dct.tender-offers@db.com) as the Settlement Agent for the technical processing of this Takeover Offer.

12.2 Acceptance of the Takeover Offer within the Acceptance Period

Wincor Nixdorf Shareholders who wish to accept the Takeover Offer should address any questions regarding the technical execution of the Takeover Offer to the Custodian Bank or other securities service company where their Wincor Nixdorf Shares are held. These institutions have been separately informed about the procedures for acceptance and settlement of the Takeover Offer, and they will inform any customers who keep the Wincor Nixdorf Shares in their securities custody accounts about the Takeover Offer and the steps required for its acceptance.

Wincor Nixdorf Shareholders may only accept the Takeover Offer if, within the Acceptance Period (for information regarding the acceptance of the Takeover Offer during the Additional Acceptance Period, see Section 12.6), they:

- (1) declare in writing to their Custodian Bank the acceptance of the Takeover Offer (the **Declaration of Acceptance**); and
- (2) instruct their Custodian Bank to effect the transfer of the Wincor Nixdorf Shares in their custody account for which they wish to accept the Takeover Offer (together with the Wincor Nixdorf Shares tendered within the Additional Acceptance Period, the **Tendered Wincor Nixdorf Shares**), into ISIN DE000A169QN2 (WKN A169QN) at Clearstream.

The Declaration of Acceptance will only be effective if the Tendered Wincor Nixdorf Shares are transferred into ISIN DE000A169QN2 (WKN A169QN) at Clearstream no later than 6:00 p.m. (Central European Time) on the second Business Day after the expiration of the Acceptance Period. The transfers are to be arranged by the Custodian Bank after receipt of the Declaration of Acceptance.

Receipt by the Custodian Bank is important for compliance with the Acceptance Period. Declarations of Acceptance that are not received by the respective Custodian Bank within the Acceptance Period or that have been erroneously or incompletely filled out will not be regarded as an acceptance of the Takeover Offer and do not entitle the respective Wincor Nixdorf Shareholder to receive the Offer Consideration. Neither the Bidder, nor persons acting in concert with the Bidder nor their subsidiaries are required to notify the respective Wincor Nixdorf Shareholder of any defects or errors in the Declaration of Acceptance, and they assume no liability in the event that such notification is not made.

12.3 Further Declarations in Connection with the Acceptance of the Takeover Offer

With regard to the Declaration of Acceptance:

- (1) the respective Wincor Nixdorf Shareholders accept the Takeover Offer, as set out in this Offer Document, for all Wincor Nixdorf Shares held in their custody account at the Custodian Bank at the time of notice, unless a different number is explicitly stated in writing in the Declaration of Acceptance;

- (2) the respective Wincor Nixdorf Shareholders instruct and authorize their Custodian Bank to transfer the Wincor Nixdorf Shares specified in the Declaration of Acceptance into ISIN DE000A169QN2 (WKN A169QN) at Clearstream, but to initially leave such shares in their own custody account;

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- (3) the respective Wincor Nixdorf Shareholders instruct their Custodian Banks to instruct and authorize Clearstream to deposit the Tendered Wincor Nixdorf Shares left in the accounts of the Custodian Banks with the ISIN DE000A169QN2 (WKN A16 9QN) to the account of the Settlement Agent at Clearstream immediately prior to the settlement of the Takeover Offer for the purpose of transferring the ownership of the Tendered Wincor Nixdorf Shares to Diebold KGaA;
- (4) the respective Wincor Nixdorf Shareholders transfer subject to the satisfaction of the Closing Conditions, unless the Bidder has waived one or several Closing Conditions pursuant to Section 21 para. 1 sentence 1 no. 4 Takeover Act their Tendered Wincor Nixdorf Shares, including all rights vested in the shares at the time of the Settlement, to Diebold KGaA.
- (5) the respective Wincor Nixdorf Shareholders instruct and authorize the Settlement Agent to transfer the Tendered Wincor Nixdorf Shares to Diebold KGaA following receipt of the Offer Consideration for each Tendered Wincor Nixdorf Share by the Settlement Agent; in the course of the settlement, the Settlement Agent will transfer the Offer Consideration through Clearstream to the Custodian Banks, and the Custodian Banks will credit the Diebold Offer Shares (subject to the fractional shares rules in this Section 12.4) in exchange for Tendered Wincor Nixdorf Shares to the securities custody account of the relevant former Wincor Nixdorf Shareholder and credit the Cash Component per Tendered Wincor Nixdorf Share to the relevant account of the former Wincor Nixdorf Shareholder at the Custodian Banks;
- (6) the respective Wincor Nixdorf Shareholders instruct and authorize their Custodian Banks to aggregate and to sell and/or transfer, as the case may be, their fractional shares associated with Diebold Offer Shares (together with other fractional shares in the form of whole Diebold Offer Shares) to the Settlement Agent's account at Clearstream for the purpose of monetizing these fractional shares, or to instruct and authorize Clearstream to do so on their behalf;
- (7) the respective Wincor Nixdorf Shareholders instruct and authorize the Settlement Agent to monetize the fractional shares of Diebold Offer Shares (and other fractional shares in the form of whole Diebold Offer Shares) that are transferred to the Settlement Agent's account at Clearstream by the Custodian Bank;
- (8) the respective Wincor Nixdorf Shareholders agree and accept that the proceeds credited for any fractional shares of Diebold Offer Shares will be determined on the basis of the average proceeds per share realized by the Custodian Bank and/or Settlement Agent by monetizing whole Diebold Offer Shares representing fractional shares of Diebold Offer Shares on behalf of the respective Wincor Nixdorf Shareholders;
- (9) the respective Wincor Nixdorf Shareholders instruct and authorize their Custodian Banks to credit the proceeds from a sale of such fractional shares of Diebold Offer Shares to the account they have set forth in the Declaration of Acceptance;
- (10) the respective Wincor Nixdorf Shareholders engage and authorize their respective Custodian Banks and the Settlement Agent, under exemption from the prohibition of self-dealing according to Section 181 of the

German Civil Code (*Bürgerliches Gesetzbuch*), to take all expedient or necessary actions for settling this Takeover Offer and to issue and receive notices, in particular to effect the transfer of ownership in the Tendered Wincor Nixdorf Shares to Diebold KGaA;

- (11) the respective Wincor Nixdorf Shareholders instruct their respective Custodian Banks to instruct and authorize Clearstream, to provide the Settlement Agent, directly or through the Custodian Bank, on each trading day, all necessary information for announcements regarding the acquisition of shares (see Section 18), particularly the number of Tendered Wincor Nixdorf Shares transferred to the custody account of the Custodian Bank at Clearstream into ISIN DE000A169QN2 (WKN A16 9QN);

- (12) the respective Wincor Nixdorf Shareholders declare that the Tendered Wincor Nixdorf Shares are in their sole ownership, are not subject to any restrictions on disposal and are free from rights and claims of third parties at the time of the transfer of ownership; and

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(13) the respective Wincor Nixdorf Shareholders instruct and authorize their Custodian Banks to transfer the Declaration of Acceptance and, in the event of withdrawal (see Section 16), the withdrawal letter for the Takeover Offer, to the Settlement Agent upon request.

The declarations, instructions, orders and authorizations listed in the above paragraphs are granted irrevocably in the interest of a smooth and quick implementation of this Takeover Offer. They will expire in case of an effective withdrawal from the agreements that were entered into as a consequence of the acceptance of the Takeover Offer or failure of a Closing Condition.

12.4 Settlement of the Takeover Offer

The Tendered Wincor Nixdorf Shares will initially remain in the custody accounts of the Tendering Wincor Nixdorf Shareholders and will be transferred into ISIN DE000A169QN2 (WKN A169QN).

Prior to the delivery of Diebold Offer Shares to Wincor Nixdorf Shareholders according to the Takeover Offer, the Bidder will apply for admission of the Diebold Offer Shares for trading on the NYSE and of all Diebold Shares for trading on the Frankfurt Stock Exchange. If all Closing Conditions have been satisfied by the end of the Additional Acceptance Period and the Takeover Offer has been settled without undue delay thereafter, the Bidder expects trading to begin immediately after delivery of the Diebold Offer Shares to the Tendering Wincor Nixdorf Shareholders, presumably on April 27, 2016. If the Regulatory Condition, which may remain outstanding until November 21, 2016, has not been satisfied by the end of the Additional Acceptance Period (or waived until one working day prior to the end of the Acceptance Period), the settlement of the Takeover Offer will be delayed accordingly until satisfaction of this condition.

The Diebold Offer Shares will be transferred to the securities custody accounts of the Custodian Banks maintained at Clearstream no later than seven Business Days following the later of (i) the publication of the results of the Additional Acceptance Period pursuant to Section 23 para. 1 no. 3 Takeover Act or (ii) the satisfaction of the Regulatory Condition that may remain outstanding until November 21, 2016.

To this end, the Settlement Agent will arrange for the Diebold Offer Shares, the Share Component and the Cash Component of the Offer Consideration to be transferred or credited for each Tendered Wincor Nixdorf Share through Clearstream and the Custodian Banks to the respective security custody accounts or accounts of the Wincor Nixdorf Shareholders who have accepted the Takeover Offer (or, in the event of a resale of the Tendered Wincor Nixdorf Shares to the respective purchaser of the Wincor Nixdorf Shares). For each Wincor Nixdorf Share 0.434 Diebold Offer Shares, related to the Share Component, and 38.98, related to the Cash Component of the Offer Consideration, will be paid to former Wincor Nixdorf Shareholders who have accepted the Takeover Offer.

The exchange of each Tendered Wincor Nixdorf Share for 0.434 Diebold Offer Shares is described in more detail below:

The Bidder will issue the Diebold Offer Shares as authorized by the resolutions approved by the board of directors of the Bidder on November 21, 2015. The issuance of new shares is different from a capital increase in kind for contribution of Tendered Wincor Nixdorf Shares under German law (as described under Section 5.2.2). As a result, prior to the transfer of ownership of Tendered Wincor Nixdorf Shares by the Tendering Wincor Nixdorf Shareholders, the Diebold Offer Shares can be transferred by the Bidder through DTC and Clearstream to a securities custody account held by the

Bidder with the Settlement Agent.

In the course of the settlement, the Settlement Agent will transfer the Offer Consideration through Clearstream to the Custodian Banks, and the Custodian Banks will credit the Diebold Offer Shares (subject to the fractional shares rules in this Section 12.4) in exchange for Tendered Wincor Nixdorf Shares to the securities custody account of the relevant former Wincor Nixdorf

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Shareholder and credit the Cash Component per Tendered Wincor Nixdorf Share to the relevant account of the former Wincor Nixdorf Shareholder at the Custodian Banks. Simultaneously, Clearstream will transfer the Tendered Wincor Nixdorf Shares to the securities custody account of Diebold KGaA held by the Settlement Agent to the securities account of the Settlement Agent at Clearstream.

As a result, in the course of the settlement, the Bidder will issue and transfer the Diebold Offer Shares together with the Cash Component through the Settlement Agent to the respective securities custody accounts or accounts of the Tendering Wincor Nixdorf Shareholders and, in return, the Tendered Wincor Nixdorf Shares are transferred through the Settlement Agent directly to Diebold KGaA. With the transfer of the Diebold Offer Shares and the Cash Component to the respective securities custody accounts and bank accounts of the Tendering Wincor Nixdorf Shareholders, the Bidder transfers ownership and pays, respectively, the Offer Consideration to the Tendering Wincor Nixdorf Shareholders and with the transfer of the Tendered Wincor Nixdorf Shares to Diebold KGaA, the Tendering Wincor Nixdorf Shareholders transfer ownership of the Tendered Wincor Nixdorf Shares to Diebold KGaA.

If fractions in Diebold Offer Shares with the ISIN US2536511031 are created as a result of the exchange ratio of the Offer Consideration, there will be no shareholder right to require an adjustment to whole shares (so-called fractional adjustment). Entitlements with respect to fractional shares will only be settled in cash. To the extent that Wincor Nixdorf Shareholders are entitled to fractional shares, those fractional entitlements will be aggregated and sold by the respective Custodian Banks and/or the Settlement Agent on the stock exchange. The proceeds of such sale will be distributed pro rata to the Wincor Nixdorf Shareholders entitled thereto who have tendered Wincor Nixdorf Shares after settlement of the Takeover Offer and the proceeds credited for any fractional shares of Diebold Offer Shares will be determined on the basis of the average proceeds per share. Because market prices of Diebold Shares will fluctuate, cash proceeds received by Wincor Nixdorf Shareholders in respect of their fractional shares may be different than an amount calculated based on the market price of a Diebold Share at the time of the settlement of the Takeover Offer.

The Bidder will have fulfilled its obligation with respect to the Tendered Wincor Nixdorf Shares to provide the Offer Consideration according to the Takeover Offer if the Diebold Offer Shares have been admitted to trading on the Frankfurt Stock Exchange and the NYSE, the Diebold Offer Shares have been transferred to the securities custody accounts held by the Custodian Bank at Clearstream and the payments to fulfill the Cash Component per Tendered Wincor Nixdorf Share and potential payments in connection with the compulsory settlement of fractional adjustments have been made to the accounts held by the Custodian Bank at Clearstream. It is the respective Custodian Banks responsibility to credit the Diebold Offer Shares, the Cash Component per Tendered Wincor Nixdorf Share as well as any proceeds from the fractional adjustments to the respective accepting Wincor Nixdorf Shareholders.

The Custodian Banks will aggregate and sell and/or transfer, as applicable, all fractional amounts of the Diebold Offer Shares belonging to Wincor Nixdorf Shareholders (in the form of full Diebold Offer Shares) to the securities custody account of the Settlement Agent at Clearstream. The Custodian Bank and/or the Settlement Agent will dispose of these fractional amounts of Diebold Offer Shares for the benefit of the Wincor Nixdorf Shareholders who accept the Takeover Offer. The proceeds resulting from these disposals will be credited to the securities custody accounts provided in the Declaration of Acceptance of the Wincor Nixdorf Shareholders who accept the Takeover Offer within ten Business Days after the deposit of Diebold Offer Shares in the accounts of the accepting Wincor Nixdorf Shareholders.

Assuming the Announcement of Results (as defined in Section 18) occurs on April 15, 2016, and all Closing Conditions are satisfied up to this point or have been effectively waived by the Bidder until one (1) working day prior to the expiration of the Acceptance Period, the Diebold Offer Shares and the Cash Component would be expected to be credited by April 26, 2016 and the proceeds from fractional adjustments would be expected to be credited by the respective Custodian Banks by May 11, 2016.

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If the Regulatory Condition, which may remain outstanding until November 21, 2016, is not satisfied by the end of the Additional Acceptance Period and has not been effectively waived, the settlement of the Takeover Offer will be delayed accordingly until satisfaction of this condition. If the Regulatory Condition (see Section 11.1.1) is satisfied on the latest possible date, November 21, 2016, and has not been waived by the expiration of the Acceptance Period, the Diebold Offer Shares and the Cash Component would be expected to be credited by November 30, 2016 and the proceeds from fractional adjustments (*Spitzenverwertung*) would be expected to be credited by the respective Custodian Banks by December 14, 2016.

12.5 Legal Consequences of Acceptance

With the acceptance of the Takeover Offer, a binding agreement regarding the sale of the Tendered Wincor Nixdorf Shares and the transfer of the ownership of the Tendered Wincor Nixdorf Shares in accordance with the provisions of this Offer Document will be entered into between the accepting Wincor Nixdorf Shareholders and the Bidder. These agreements and their interpretation are subject solely to German law. The Offer Consideration for every Tendered Wincor Nixdorf Share consists of a Cash Component in the amount of 38.98, as well as a Share Component in the amount of 0.434 Diebold Offer Shares.

Moreover, the Wincor Nixdorf Shareholders accepting the Takeover Offer will have irrevocably issued the instructions, orders, authorizations and powers-of-attorney set forth in Section 12.3 of this Offer Document, and they will also have made the declarations and assurances set forth in Section 12.3 of this Offer Document.

The *in rem* settlement of the Takeover Offer will only take place following the expiration of the Additional Acceptance Period and the satisfaction of the Closing Conditions as described in Section 12.4: The Bidder pays the Offer Consideration for all Tendered Wincor Nixdorf Shares and all Tendered Wincor Nixdorf Shares are transferred directly to Diebold KGaA. With the transfer of ownership of the Tendered Wincor Nixdorf Shares to Diebold KGaA, all rights and claims associated therewith will be transferred to Diebold KGaA.

Accordingly, Tendering Wincor Nixdorf Shareholders will acquire co-ownership of the security entitlement in the aggregate amount of Diebold Shares held through their respective Custodian Banks via Clearstream, and the position as beneficial owner with all rights of security holders in the same position, such as the right of disposal, voting rights, and dividend rights (see Section 5.2.2).

12.6 Acceptance during the Additional Acceptance Period

Wincor Nixdorf Shareholders who wish to accept the Takeover Offer during the Additional Acceptance Period should contact their Custodian Banks with any questions.

Sections 12.2 through 12.5 of this Offer Document shall apply mutatis mutandis to the acceptance of the Takeover Offer during the Additional Acceptance Period. Accordingly, Wincor Nixdorf Shareholders can accept the Takeover Offer during the Additional Acceptance Period by filing a Declaration of Acceptance as outlined in Section 12.2 of this Offer Document.

This Declaration of Acceptance also only becomes effective upon the transfer in due time of the Wincor Nixdorf Shares for which the acceptance was declared to ISIN DE000A169QN2 (WKN A16 9QN) at Clearstream. The transfer will be arranged by the respective Custodian Bank upon receipt of the Declaration of Acceptance.

The transfer of Wincor Nixdorf Shares with Clearstream shall be deemed to have been timely effected if the Custodian Bank is informed of the acceptance within the Additional Acceptance Period and the transfer of Wincor Nixdorf Shares to Clearstream is made prior to 6:00 p.m. (Central European Summer Time) on the second Business Day following the expiration of the Additional Acceptance Period. Tendered Wincor Nixdorf Shares for which the Declaration of Acceptance was made and which were timely transferred to ISIN DE000A169QN2 (WKN A16 9QN) during the Additional Acceptance Period in the Takeover Offer are likewise designated as Tendered Wincor Nixdorf Shares.

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12.7 Trading with Tendered Wincor Nixdorf Shares

The Bidder will ensure that Tendered Wincor Nixdorf Shares as well as Wincor Nixdorf Shares put to the Bidder (as defined in Section 15.5), if any, will be admitted to trading on the regulated market (*Regulierter Markt*) (Prime Standard) of the Frankfurt Stock Exchange under ISIN DE000A169QN2 (WKN A16 9QN) starting from the third trading day at the Frankfurt Stock Exchange following the commencement of the Acceptance Period.

It is expected that trading of Tendered Wincor Nixdorf Shares as well as Wincor Nixdorf Shares put to the Bidder (as defined in Section 15.5), if any, on the regulated market (*Regulierter Markt*) of the Frankfurt Stock Exchange will cease after the end of the regular stock exchange trading hours one working day after satisfaction of the last Closing Condition (see Section 11.1.1), or, if later, one working day after the expiry of the Additional Acceptance Period.

The date on which trading ceases shall be published by the Bidder without undue delay via an electronically operated information dissemination system within the meaning of Section 10 para. 3 sentence 1 no. 2 Takeover Act, in the Federal Gazette (*Bundesanzeiger*) and by way of an English language press release via an electronically operated information distribution system in the United States.

Any person acquiring Tendered Wincor Nixdorf Shares or Wincor Nixdorf Shares put to the Bidder (as defined in Section 15.5) will assume all rights and obligations arising from the acceptance of the Takeover Offer, including the irrevocable declarations, instructions, orders and authorizations set out in Section 12.3 of this Offer Document.

Wincor Nixdorf Shares not tendered will continue to be traded under ISIN DE000A0CAYB2 (WKN A0C AYB).

12.8 Rescission upon Non-Satisfaction of the Closing Conditions upon Which the Effectiveness of the Takeover Offer Depends

The Takeover Offer will only be completed and the Bidder will only be required to effect the transfer of the Tendered Wincor Nixdorf Shares to Diebold KGaA in accordance with this Offer Document and to effect the transfer of the Offer Consideration, if all Closing Conditions have been satisfied or the Bidder has effectively waived the Closing Conditions within the period set forth in Section 11.3 of this Offer Document. The Takeover Offer expires if one or more Closing Conditions are not met and the Bidder has not waived such Closing Conditions within the time period set forth in Section 11.3 of this Offer Document. The agreements that were entered into by accepting the Takeover Offer will not be completed and will become void in the event the Takeover Offer expires (condition subsequent). Transfer of ownership of the Tendered Wincor Nixdorf Shares to Diebold KGaA will not occur and the Tendered Wincor Nixdorf Shares will be transferred if necessary to each respective Custodian Bank. The Tendered Wincor Nixdorf Shares will be transferred into ISIN DE000A0CAYB2 (WKN A0C AYB).

Precautions will be made to ensure that the transfer takes place in due time, no later than within five(5) Business Days, if it has been announced in accordance with Section 11.5 of this Offer Document that the Takeover Offer will not be settled. Following the transfer, Wincor Nixdorf Shares will again be traded under their original ISIN DE000A0CAYB2 (WKN A0C AYB). The transfer is free of charge for Wincor Nixdorf Shareholders. However, any foreign taxes and/or fees and expenses charged by foreign Custodian Banks that do not have a mutual custody account connection with Clearstream must be borne by the relevant Wincor Nixdorf Shareholder individually.

12.9 Right of Withdrawal of Wincor Nixdorf Shareholders Who Accept the Takeover Offer

Wincor Nixdorf Shareholders that have accepted the Takeover Offer may withdraw their acceptance of the Takeover Offer under the conditions set forth in Section 16 of this Offer Document. Detailed information regarding the exercise and the legal consequences of exercising the right of withdrawal are described in Section 16 of this Offer Document.

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12.10 Costs for Wincor Nixdorf Shareholders Who Accept the Takeover Offer

The acceptance of the Takeover Offer is free of fees and expenses for the Wincor Nixdorf Shareholders who hold their Wincor Nixdorf Shares at a domestic Custodian Bank (except for costs for transmitting the Declaration of Acceptance to the respective Custodian Bank). For this purpose, the Bidder will pay a customary commission to the Custodian Banks, of which they will be informed separately.

Any foreign stock exchange trading taxes or stamp duties or other foreign taxes or expenses which may be incurred, as well as any additional costs imposed by Custodian Banks or foreign intermediate custodians, must, however, be borne by the relevant Wincor Nixdorf Shareholder.

Furthermore, the deposit of foreign securities may be more expensive than the deposit of German securities, dependent on the price model of the depository institution.

The costs incurred in the event of a necessary transfer or re-transfer resulting from a failure to satisfy the Closing Conditions on which the effectiveness of this Takeover Offer depends are described in Section 12.8 of this Offer Document.

13. Securing of the Offer Consideration

13.1 Financing Requirements

As of the date of the publication of this Offer Document, the number of Wincor Nixdorf Shares issued amounts to 33,084,988.

If the Takeover Offer would be accepted for all relevant 33,084,988 Wincor Nixdorf Shares, the Bidder would be obligated, according to the Share Component of the Offer Consideration, to deliver 14,358,885 Diebold Offer Shares and, according to the Cash Component of the Offer Consideration, to pay approximately 1,289.7 million in cash in order to pay the Offer Consideration for all Tendered Wincor Nixdorf Shares.

In addition, the Bidder will incur transaction costs for the preparation and execution of this Takeover Offer, which are not expected to exceed an amount of around \$216.6 million (which corresponds to approximately 200.3 million based on the noon buying rate for cable transfers in foreign currencies as certified for customs purposes by the Federal Reserve Bank of New York for \$ per 1 as of January 22, 2016 of \$1.0814) (the **Transaction Costs**). The total costs to the Bidder in cash in connection with the transaction, consisting of the Cash Component and the Transaction Costs, are estimated at a maximum of approximately 1,490.0 million (the **Maximum Total Transaction Costs**).

However, the Bidder and Wincor Nixdorf entered into a non-tender agreement pursuant to which Wincor Nixdorf is obliged not to tender the 3,268,777 Wincor Nixdorf Treasury Shares (in whole or in part) into the Takeover Offer (the **Non-Tender Agreement**). To ensure that Wincor Nixdorf cannot accept the Takeover Offer for the Wincor Nixdorf Treasury Shares, Wincor Nixdorf has also entered into an agreement with the Bidder and the Wincor Nixdorf Custodian Bank pursuant to which the Wincor Nixdorf Custodian Bank agrees that it (i) will not transfer the Wincor Nixdorf Treasury Shares from the deposit to another deposit held by Wincor Nixdorf, the Wincor Nixdorf Facility GmbH or by a third party, and (ii) it will not perform any orders by Wincor Nixdorf or the Wincor Nixdorf Facility GmbH to sell or transfer the Wincor Nixdorf Treasury Shares (including, for the avoidance of doubt, by way of an acceptance of the Takeover Offer) (the **Blocked Account Agreement**).

Therefore, the Takeover Offer can only be accepted for a maximum of 29,816,211 Wincor Nixdorf Shares (the Maximum Number of Wincor Nixdorf Shares less the Wincor Nixdorf Treasury Shares). If the Takeover Offer was accepted for 29,816,211 Wincor Nixdorf Shares, the Bidder would be obligated, according to the Share Component of the Offer Consideration, to deliver 12,940,236 Diebold Offer Shares (the **Expected Supply Obligation**) and, according to the Cash Component of the Offer Consideration, to pay

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approximately 1,162.2 million in cash in order to pay the Offer Consideration for all Tendered Wincor Nixdorf Shares. Therefore, the total costs in cash that the Bidder expects to incur in connection with the Takeover Offer, including Transaction Costs of \$216.6 million (which corresponds to approximately 200.3 million based on the noon buying rate for cable transfers in foreign currencies as certified for customs purposes by the Federal Reserve Bank of New York for \$ per 1 as of January 22, 2016 of \$1.0814), amount up to a maximum of 1,362.5 million (the **Expected Transaction Costs**).

13.2 Financing Measures

Prior to the publication of this Offer Document, the Bidder has taken the necessary measures to ensure that the financial means required for the complete fulfilment of the Takeover Offer will be available to it in due time.

13.2.1 Expected Supply Obligation

As set out in Section 5.2.2, the Bidder can at any time after the satisfaction of the Closing Conditions issue up to 12,940,236 Diebold Offer Shares using Authorized Shares and is therefore in a position to fulfill the Expected Supply Obligation.

On November 21, 2015, the Bidder's board of directors resolved that, subject to the satisfaction or, where permissible, waiver of the Closing Conditions, the Diebold Offer Shares be set aside, reserved and authorized for issuance in connection with the consummation of the Takeover Offer. The board of directors further resolved, among other things, that, subject to the satisfaction or, where permissible, waiver of the Closing Conditions, the Bidder, acting through certain authorized officers or each of them individually, or their designees or agents, is authorized and empowered to issue the Diebold Offer Shares pursuant to and on the terms set forth in the Business Combination Agreement and this offer document without further action by the board of directors.

The Diebold Offer Shares for the Share Component are to be issued by way of stock issuance pursuant to the Ohio Revised Code and the Articles of Incorporation and the Code of Regulations of the Bidder. The effective issuance of the Diebold Offer Shares does not require registration with a court or a public register that could be affected by the commencement of shareholder litigation. In contrast with the legal situation in Germany, this fact increases the certainty of the effective issuance of the Diebold Offer Shares.

13.2.2 Maximum Supply Obligation

If Wincor Nixdorf, contrary to its contractual obligations under the Non-Tender Agreement, accepts the Takeover Offer for any or all of the Wincor Nixdorf Treasury Shares, it has subjected itself to a contractual penalty for the benefit of the Bidder. Pursuant to the contractual penalty, Wincor Nixdorf must make available to the Bidder, for each Wincor Nixdorf Treasury Share for which it accepts the Takeover Offer, the Offer Consideration (the **Contractual Penalty**). Wincor Nixdorf is thus under the obligation (i) to make a cash payment to the Bidder corresponding to the amount which Wincor Nixdorf would be entitled to receive for all tendered Wincor Nixdorf Treasury Shares and (ii) to deliver a number of Diebold Shares to the Bidder which Wincor Nixdorf would be entitled to receive for all tendered Wincor Nixdorf Treasury Shares. The Bidder would be entitled to set-off (*aufrechnen*) its claim to the Contractual Penalty against any claim of Wincor Nixdorf to the Offer Consideration under the Takeover Offer, so that Wincor Nixdorf's claim would expire at the time of such offset. Any claim to the Contractual Penalty would become due and payable immediately. The above mentioned Contractual Penalty would also be incurred if Wincor Nixdorf

sells or transfers any of the Wincor Nixdorf Treasury Shares to a third party. Furthermore, pursuant to the Blocked Account Agreement, Wincor Nixdorf may not dispose of any of the Wincor Nixdorf Treasury Shares at any time during which the Takeover Offer could be accepted.

Table of Contents**13.2.3 Expected Transaction Costs**

The Bidder has secured the necessary financial means to pay the Expected Transaction Costs at settlement under the Takeover Offer by having arranged for cash funds which will be made available to it (directly or indirectly) for this purpose.

On October 25, 2015, the Bidder entered into a purchase agreement with a wholly owned subsidiary of Securitas AB (Securitas Electronic Security) to divest its electronic security business located in the United States and Canada for an aggregate purchase price of approximately \$350.0 million (which corresponds to approximately 323.7 million based on the noon buying rate for cable transfers in foreign currencies as certified for customs purposes by the Federal Reserve Bank of New York for \$ per 1 as of January 22, 2016 of \$1.0814) in cash, 10.0 percent of which is contingent and payable over a twelve-month period beginning at settlement based on the successful transition of certain customer relationships (the **Sale of the Electronic Security Business**). Net (after tax) cash proceeds from the Sale of the Electronic Security Business will be set aside in a separate bank account and held available for financing of the Maximum Total Transaction Costs and/or other Certain Funds Purposes under the Bank Credit Agreement (as defined in Section 13.2.3(1)).

The Expected Transaction Costs will be funded through third-party debt financing measures consisting of the following:

(1) Funds from the Bank Credit Agreement

On November 23, 2015, the Bidder as borrower entered into a \$1.841 billion credit agreement with, *inter alios*, J.P. Morgan Securities LLC and Credit Suisse Securities (USA) LLC as joint lead arrangers and joint bookrunners, JPMorgan Chase Bank, N.A. as administrative agent and as lender, and Credit Suisse AG, Cayman Islands Branch, as syndication agent and as a lender (the **Bank Credit Agreement**). The funds available under the Bank Credit Agreement correspond to approximately 1.702 billion based on the noon buying rate for cable transfers in foreign currencies as certified for customs purposes by the Federal Reserve Bank of New York for \$ per 1 as of January 22, 2016 of \$1.0814. These funds will be available to the Bidder for the payment of the Expected Transaction Costs following the satisfaction of certain conditions precedent. The Bidder has no reason to believe that the conditions for the utilization of the facilities under the Bank Credit Agreement will not be satisfied in a timely manner and that the amounts to be paid out under the Bank Credit Agreement may not be transferred to it. The Bank Credit Agreement has not been terminated and, to the knowledge of the Bidder, there are no grounds for termination. The Bidder manages its currency exchange risk as the total acquisition consideration through the use of currency hedges. The Sale of the Electronic Security Business closed and the Bidder received the upfront purchase price on February 1, 2016. The Bidder expects to reduce the funds under the Bank Credit Agreement in the amount of net (after tax) cash proceeds from the Sale of the Electronic Security Business set aside in a separate bank account and held available for financing the Takeover Offer and/or other Certain Funds Purposes under the Bank Credit Agreement.

(2) Funds from the Bridge Credit Agreement or the Unsecured Notes

On November 23, 2015, the Bidder as borrower entered into a \$500.0 million bridge credit agreement with, *inter alios*, J.P. Morgan Securities LLC and Credit Suisse Securities (USA) LLC as joint lead arrangers and joint bookrunners, JPMorgan Chase Bank, N.A. as administrative agent and as lender, and Credit Suisse AG, Cayman Islands Branch, as syndication agent and as a lender (the **Bridge Credit Agreement**). The funds available under the Bridge Credit Agreement correspond to approximately 462.4 million based on the noon buying rate for cable transfers in foreign currencies as certified for customs purposes by the Federal Reserve Bank of New York for \$ per 1 as of

January 22, 2016 of \$1.0814. These funds will be available to and transferred to the Bidder for the payment of the Expected Transaction Costs following the satisfaction of certain conditions precedent. The Bidder has no reason to believe that the conditions for the utilization of the facilities under the

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Bridge Credit Agreement will not be satisfied in a timely manner and that the amounts to be paid out under the Bridge Credit Agreement will not be transferred to it. The Bridge Credit Agreement has not been terminated and, to the knowledge of the Bidder, there are no grounds for termination. The Bidder manages its currency exchange risk as the total acquisition consideration through the use of currency hedges.

The Bidder intends to issue senior unsecured notes in an aggregate principal amount of \$500.0 million (the **Unsecured Notes**) on or prior to the settlement of the Takeover Offer. To the extent the Bidder successfully issues the Unsecured Notes, it will refrain from utilizing the facilities under the Bridge Credit Agreement (and such facilities may be terminated).

13.2.4 Maximum Total Transaction Costs

In addition, the Bidder has, before the publication of this Offer Document, taken the necessary measures to ensure that it will be able to finance the amount by which the Maximum Total Transaction Costs exceed the Expected Transaction Costs. This amount would become payable under the Takeover Offer if, contrary to Wincor Nixdorf's contractual obligations under the Non-Tender Agreement, the Takeover Offer were to be accepted for all Wincor Nixdorf Treasury Shares.

The amount by which the Maximum Total Transaction Costs exceed the Expected Transaction Costs would be financed by way of the Contractual Penalty payable by Wincor Nixdorf to the Bidder in case Wincor Nixdorf accepts the Takeover offer for all of the Wincor Nixdorf Treasury Shares. Pursuant to the Non-Tender Agreement, Wincor Nixdorf agreed to pay to the Bidder, for each Wincor Nixdorf Treasury Share for which it accepts the Takeover Offer, an amount corresponding to the Offer Consideration. The Bidder would be entitled to set-off (*aufrechnen*) its claim to the Contractual Penalty against any claim of Wincor Nixdorf to the Offer Consideration under the Takeover Offer and, therefore Wincor Nixdorf's claim would expire at the time of such offset. Any claim to the Contractual Penalty would become due and payable immediately.

13.2.5 Financing Confirmation

J.P. Morgan Securities plc, Frankfurt Branch, Taunustor 1 (TaunusTurm), 60310 Frankfurt am Main, Germany, a securities services provider independent of the Bidder, has confirmed in a letter dated January 18, 2016, in accordance with Section 13 para. 1 sentence 2 Takeover Act, that the Bidder has taken the necessary measures to ensure that it has available the necessary cash for the settlement of the Takeover Offer at the due date of the consideration. This financing confirmation is attached to this Offer Document as **Annex 1**.

14. Expected Effects of the Completion of the Takeover Offer on the Assets, Financial and Earnings Positions of the Bidder and Diebold KGaA

The following explanatory financial information (**Explanatory Financial Information**) describes the expected effects of the Takeover Offer on the assets, financial and earnings positions of the Bidder and Diebold KGaA, as person acting in concert with the Bidder within the meaning of Section 2 para. 5 sentences 1 and 3 of the Takeover Act, resulting from a successful completion of the Takeover Offer.

14.1 Methodical Approach

Based on the Bidder's unaudited condensed consolidated balance sheet as of September 30, 2015 and unaudited condensed consolidated statement of income for the nine-month period ending September 30, 2015, prepared in accordance with U.S. GAAP and converted from U.S. Dollar to Euro, the Explanatory Financial Information describes:

the expected effects that a successful completion of the Takeover Offer by September 30, 2015 would have on the unaudited condensed consolidated balance sheet of the Bidder as of September 30, 2015, and

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the expected effects that a successful completion of the Takeover Offer by January 1, 2015 would have on the unaudited condensed consolidated statement of income of the Bidder for the nine-month period ending September 30, 2015.

Based on Diebold KGaA's unaudited individual balance sheet and an unaudited individual profit and loss statement for a nine-month period, prepared in accordance with the German Commercial Code (*Handelsgesetzbuch*), the Explanatory Financial Information describes:

the expected effects that a successful completion of the Takeover Offer by December 31, 2015 would have on the unaudited individual balance sheet of Diebold KGaA as of December 31, 2015, and

the expected effects that a successful completion of the Takeover Offer would have on an unaudited individual profit and loss statement of Diebold KGaA for the nine-month period ending September 30, 2015, if Diebold KGaA had been formed on January 1, 2015 and the Takeover Offer had been completed by January 1, 2015.

The Explanatory Financial Information presents information within the meaning of Section 11 para. 2 sentence 3 no. 1 clause 2 of the Takeover Act and is not pro-forma financial information. It was not prepared in accordance with the IDW Accounting Guidelines for the Preparation of Pro Forma Financial Data (IDW RH HFA 1.004), from which it differs significantly. The Explanatory Financial Information includes a simplified representation and has not been audited.

By nature, the Explanatory Financial Information only describes a situation based on assumptions that may or may not prove to be correct. It does not reflect the actual assets, financial and earnings positions of the Bidder or Diebold KGaA, and it is not intended to predict the future assets, financial and earnings positions of the Bidder or Diebold KGaA.

14.2 Basis and Assumptions

14.2.1 Basis

The Explanatory Financial Information is based on the following:

- (1) The Explanatory Financial Information is based on an Offer Consideration for all outstanding Wincor Nixdorf Shares consisting of a Share Component of 0.434 Diebold Offer Shares and a Cash Component in the amount of 38.98 for each outstanding Wincor Nixdorf Share.
- (2) On January 20, 2014, the general shareholders' meeting of Wincor Nixdorf has resolved to pay a dividend of 1.48 per eligible Wincor Nixdorf Share for the fiscal year 2012/2013 on January 21, 2014 and has distributed a dividend in this amount. On January 19, 2015, the general shareholders' meeting of Wincor Nixdorf has further resolved to pay a dividend of 1.75 per eligible Wincor Nixdorf Share for the fiscal year 2013/2014 on January 20, 2015 and has distributed a dividend in this amount. Finally, on January 25, 2016,

the general shareholders meeting of Wincor Nixdorf has resolved not to pay a dividend for the fiscal year 2014/2015.

The Bidder does not prepare non-consolidated financial statements.

14.2.2 Assumptions

The Explanatory Financial Information assumes the following:

- (1) Wincor Nixdorf has issued 33,084,988 ordinary bearer shares, without par value, each representing a pro rata amount of the share capital of 1.00 (the **Maximum Number of Wincor Nixdorf Shares**). Wincor Nixdorf has 29,816,211 outstanding shares as of January 27, 2016. Pursuant to the Business Combination Agreement, there will be no changes to the Wincor Nixdorf Shares issued or outstanding after the publication of the Takeover Offer.

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- (2) Based on the above-mentioned assumptions, the total Offer Consideration amounts to 12,940,236 Diebold Offer Shares and a cash payment of \$1,297.2 (1,162.2) million for all outstanding Wincor Nixdorf Shares. Each Diebold Offer Share shall be attributed a value of \$33.53 (30.07) or approximately \$433.9 (389.1) million in total on the basis of the Three-Month VWAP of the Diebold Offer Shares (**Annex 5**). Therefore, the value of the total Offer Consideration amounts to \$1,731.1 (1,551.3) million.
- (3) Furthermore, the Bidder will incur Transaction Costs for the preparation and execution of this Takeover Offer of \$216.6 (194.4) million. These Transaction Costs account for all costs that do not depend upon the length of time between the publication and conclusion of the Takeover Offer. Time-dependent costs are not accounted for in the Explanatory Financial Information, as their amount is currently unknown and also cannot be estimated reliably.
- (4) The Bidder finances the Cash Component from two sources: the Bank Credit Agreement in the amount of \$1.8 (1.6) billion (of which \$1.6 (1.4) billion is expected to be borrowed given the completion of the Sale of the Electronic Security Business because in this case the funds under the Bank Credit Agreement are expected to be reduced in the amount of the net (after tax) cash proceeds) and the Bridge Credit Agreement in the amount of \$500.0 (448.0) million. The assumed relevant interest rates for the Bank Credit Agreement range from 2.19 percent to 4.5 percent and an average during the first year of 7.75 percent for the Bridge Credit Agreement. Therefore the assumed total interest expenses of the Bidder amount to \$115.8 million per year or \$86.9 (78.0) million for a period of nine months.
- (5) The Bidder conducts the Takeover Offer, effects the transfer and payment of the Offer Consideration for each Wincor Nixdorf Share to the Wincor Nixdorf Shareholders and causes the transfer of the Tendered Wincor Nixdorf Shares directly to Diebold KGaA in the course of the settlement of the Takeover Offer.
- (6) Diebold KGaA reimburses and holds harmless the Bidder for the costs and expenses incurred in connection with the Takeover Offer in the total amount of \$1,912.6 (1,750.8) million, comprised of the value of the total Offer Consideration in the amount of \$1,696.0 (1,551.3) million and Transaction Costs in the amount of approximately \$216.6 (199.5) million. The obligation of Diebold KGaA to reimburse and hold harmless the Bidder is converted into shareholder liability of Diebold KGaA against the Bidder in the form of Promissory Notes (the **Promissory Notes**) and in the amount of \$1,912.6 (1,750.8) million. The Bidder's receivable from the Promissory Notes is subsequently paid into the free capital reserve of Diebold KGaA prior to incurring interest.
- (7) The dividend resolved upon by Wincor Nixdorf's general shareholders' meeting for the fiscal year 2013/2014 is not included in the Explanatory Financial Information because the Bidder or Diebold KGaA were not shareholders in Wincor Nixdorf at the time of the dividend payment in 2015 and thus received no payment, and because the general shareholders' meeting of Wincor Nixdorf resolved not to pay a dividend for the fiscal year 2014/2015.
- (8) Expected future synergy effects are not considered.

Table of Contents**14.3 Expected Effects on the Unaudited Consolidated Financial Statements of the Bidder****14.3.1 Expected Effects on the Unaudited Condensed Consolidated Balance Sheet of the Bidder**

The following table shows the expected effects of a successful Takeover Offer on the unaudited condensed consolidated balance sheet of the Bidder as of September 30, 2015 based on the aforementioned basis and assumptions set out in Section 14.2 of this Offer Document if the Takeover Offer had been completed successfully by September 30, 2015:

All values in \$ million (million)	Bidder as of September 30, 2015 (unaudited)*	Expected impact from the financing measures as of September 30, 2015 (unaudited)*	Expected impact from the completion of the Takeover Offer as of September 30, 2015 (unaudited)*	Bidder at completion of the Takeover Offer as of September 30, 2015 (unaudited)*
ASSETS				
Total current assets	\$ 1,608.2(1,440.8)	\$ 1,537.5(1,377.4)	-\$ 1,297.2(- 1,162.2)	\$ 1,848.5(1,656.0)
Securities and other investments	\$ 82.2(73.6)			\$ 82.2(73.6)
Property, plant and equipment	\$ 177.0(158.6)			\$ 177.0(158.6)
Goodwill	\$ 197.4(176.9)			\$ 197.4(176.9)
Deferred income taxes	\$ 85.4(76.5)			\$ 85.4(76.5)
Finance lease receivables	\$ 44.6(40.0)			\$ 44.6(40.0)
Other assets	\$ 80.3(71.9)		\$ 1,731.1(1,551.3)	\$ 1,811.4(1,623.2)
Total assets	\$ 2,275.1(2,038.3)	\$ 1,537.5(1,377.4)	\$ 433.9(389.1)	\$ 4,246.5(3,804.8)
LIABILITIES				
Total current liabilities	\$ 966.5(865.9)			\$ 966.5(865.9)
Long-term debt	\$ 618.3(554.0)	\$ 1,841.0(1,649.3)		\$ 2,459.3(2,203.3)
Pensions and other benefits	\$ 198.2(177.6)			\$ 198.2(177.6)
Post-retirement and other benefits	\$ 20.9(18.7)			\$ 20.9(18.7)
Deferred income taxes	\$ 14.9(13.3)			\$ 14.9(13.3)
Other long-term liabilities	\$ 29.8(26.7)			\$ 29.8(26.7)
Total Diebold, Incorporated shareholders equity	\$ 401.4(359.6)	-\$ 303.5(- 271.9)	\$ 433.9(389.1)	\$ 531.8(476.8)
Noncontrolling interests	\$ 25.1(22.5)			\$ 25.1(22.5)
Total equity	\$ 426.5(382.1)	-\$ 303.5(- 271.9)	\$ 433.9(389.1)	\$ 556.9(499.3)
Total liabilities and equity	\$ 2,275.1(2,038.3)	\$ 1,537.5(1,377.4)	\$ 433.9(389.1)	\$ 4,246.5(3,804.8)

*

Euro amounts in brackets following a U.S. Dollar amount are converted to Euros based on the noon buying rate as of September 30, 2015 of 1 to \$1.1162.

Notes:

- (1) Total assets increased a net \$1,537.5 (1,377.4) million due to the \$1,841.0 (1,649.3) million cash received from the Bank Credit Agreement and the Bridge Credit Agreement net of Transaction Cost and interest payments of \$303.5 (271.9) million as shown in the column with the caption, Expected impact from financing measures as of September 30, 2015 (unaudited).
- (2) Total assets increased a net \$433.9 (389.1) million due to the \$1,297.2 (1,162.2) million in cash spent for the Cash Component to acquire the Wincor Nixdorf Shares and \$1,731.1 (1,551.3) million in value of the investment asset obtained through the acquisition of the Wincor Nixdorf Shares as shown in the column with the caption, Expected impact from completion of the Takeover Offer as of September 30, 2015 (unaudited).
- (3) Long-term debt increased by \$1,841.0 (1,649.3) million for utilization of the credit facilities provided by the Bank Credit Agreement and the Bridge Credit Agreement as shown in the column with the caption, Expected impact from financing measures as of September 30, 2015 (unaudited).
- (4) Equity increased by \$130.4 (117.2) million which represents \$433.9 (389.1) million based on the value of the 12,940,236 Diebold Shares at a price of \$33.53 (30.07) per share, which corresponds to the Three-Month VWAP of the Diebold Offer Shares (**Annex 5**), net of \$303.5 (271.9) million which consists of \$216.6 (194.4) million of Transaction Costs and \$86.9 (78.0) million of interest expenses as shown in the column with the caption, Expected impact from completion of the Takeover Offer as of September 30, 2015 (unaudited).

Table of Contents**14.3.2 Expected Effects on the Unaudited Condensed Consolidated Statements of Income of the Bidder**

The following table shows the expected effects of a successful Takeover Offer on the unaudited condensed consolidated statements of income of the Bidder for the nine-month period ending September 30, 2015 based on the aforementioned basis and assumptions set out in Section 14.2 of this offer document if the Takeover Offer had been completed successfully by January 1, 2015:

	Bidder from January 1 to September 30, 2015 (unaudited)*	Expected impact from the financing measures as of January 1, 2015 (unaudited)*	Expected impact from the completion of the Takeover Offer as of January 1, 2015 (unaudited)*	Bidder as of September 30, 2015 (unaudited)*
All values in \$ million (million)				
PROFIT AND LOSS STATEMENT				
Net sales	\$ 2,069.8(1,857.5)			\$ 2,069.8(1,857.5)
Cost of sales	\$ 1,539.7(1,381.8)			\$ 1,539.7(1,381.8)
Gross profit	\$ 530.1(475.7)			\$ 530.1(475.7)
Selling and administrative expense	\$ 392.5(352.2)		\$ 216.6(194.4)	\$ 609.1(546.6)
Research, development and engineering expense	\$ 66.2(59.4)			\$ 66.2(59.4)
Impairment of assets	\$ 18.9(17.0)			\$ 18.9(17.0)
Gain on sale of assets, net	-\$ 1.4(- 1.3)			-\$ 1.4(- 1.3)
	\$ 476.2(427.3)		\$ 216.6(194.4)	\$ 692.8(621.7)
Operating profit	\$ 53.9(48.4)		-\$ 216.6(- 194.4)	-\$ 162.7(- 146.0)
Other income/expense				
Investment income	\$ 20.6(18.5)			\$ 20.6(18.5)
Interest expense	-\$ 24.1(- 21.6)	-\$ 86.9(- 78.0)		-\$ 111.0(- 99.6)
Foreign exchange gain/loss, net	-\$ 9.2(- 8.3)			-\$ 9.2(- 8.3)
Miscellaneous, net	-\$ 1.7(- 1.5)			-\$ 1.7(- 1.5)
Income/loss before taxes	\$ 39.5(35.5)	-\$ 86.9(- 78.0)	-\$ 216.6(- 194.4)	-\$ 264.0(- 236.9)
Income tax benefit	-\$ 1.7(- 1.5)			-\$ 1.7(- 1.5)
Net income/loss	\$ 41.2(37.0)	-\$ 86.9(- 78.0)	-\$ 216.6(- 194.4)	-\$ 262.3(- 235.4)
Net income/loss attributable to noncontrolling interests	\$ 0.1(0.1)			\$ 0.1(0.1)
Net income/loss attributable to Diebold, Incorporated	\$ 41.1(36.9)	-\$ 86.9(- 78.0)	-\$ 216.6(- 194.4)	-\$ 262.4(- 235.5)

* Euro amounts in brackets following a U.S. Dollar amount are converted to Euros based on the nine-month average noon buying rate from January 1, 2015 to September 30, 2015 of 1 to \$1.1143.

Notes:

(1) The \$86.9 (78.0) million represents nine months of interest expense for the Bank Credit Agreement and the Bridge Credit Agreement.

(2) Expenses of \$216.6 (194.4) million represent the amount of the Transaction Costs for the acquisition of the Wincor Nixdorf Shares.

For the fiscal years 2012/2013 and 2013/2014, Wincor Nixdorf paid a dividend of 1.48 and 1.75, respectively. On January 25, 2016, the general shareholders meeting of Wincor Nixdorf resolved not to pay a dividend for the fiscal year 2014/2015. It is uncertain whether and to what amount Wincor Nixdorf will pay a dividend in the future. The Bidder and Diebold KGaA do not expect any further dividends.

Table of Contents**14.4 Expected Effects on the Unaudited Individual Financial Statements of Diebold KGaA****14.4.1 Expected Effects on the Unaudited Individual Balance Sheet of Diebold KGaA**

The following table shows the expected effects of a successful Takeover Offer on Diebold KGaA's unaudited individual balance sheet as of December 31, 2015 based on the aforementioned basis and assumptions set out in Section 14.2 if the Takeover Offer had been completed successfully by December 31, 2015:

All values in million (\$ million)	Diebold KGaA as of December 31, 2015 (unaudited)*	Expected impact from the completion of the Takeover Offer as of December 31, 2015 (unaudited)*	Diebold KGaA at completion of the Takeover Offer as of December 31, 2015 (unaudited)*
ASSETS			
Fixed Assets			
Financial assets(1)		1,551.3 (\$1,696.0)**	1,551.3 (\$1,696.0)**
Current Assets			
Cash and cash equivalents(2)	0.1 (\$0.1)		0.1 (\$0.1)
	0.1 (\$0.1)	1,551.3 (\$1,696.0)	1,551.4 (\$1,696.1)
LIABILITIES			
Equity			
Issued share capital(3)	0.1 (\$0.1)		0.1 (\$0.1)
Capital reserve(4)		1,750.8 (\$1,912.6)***	1,750.8 (\$1,912.6)***
Net profit/(net loss) for the year(5)		- 199.5 (-\$216.6)	- 199.5 (-\$216.6)
Liabilities			
Liabilities to affiliated companies			
	0.1 (\$0.1)	1,551.3 (\$1,696.0)	1,551.4 (\$1,696.1)

*) Unless otherwise stated, U.S. Dollar amounts in brackets following an Euro amount are converted to U.S. Dollar based on the noon buying rate as of December 31, 2015 of 1 to \$1.0859.

**) 1,551.3 (\$1,696.0) is the sum of 389.1 (\$433.9), the value of 12,940,236 Diebold Offer Shares based on the Three-Month VWAP of the Diebold Offer Shares of 30.07 (\$33.53) (Annex 5), and the Cash Component of 38.98 (\$42.33) for each of the 29,816,211 Wincor Nixdorf Shares, in a total amount of 1,162.2 (\$1,262.1), the latter converted to U.S. Dollar based on the noon buying rate as of December 31, 2015 of 1 to \$1.0859.

***) 1,750.8 (\$1,912.6) is the sum of 1,551.3 (\$1,696.0) and the Transaction Costs in the amount of 199.5 (\$216.6), the latter converted to U.S. Dollar based on the noon buying rate as of December 31, 2015 of 1 to \$1.0859.

Notes:

- (1) On the asset side of the balance sheet, the item "Financial assets" (Section 266 para. 2 A. III. of the German Commercial Code (*Handelsgesetzbuch*)) will increase by the acquisition costs for the Wincor Nixdorf Shares

in the amount of 1,551.3 (\$1,696.0) million. In the case of an exchange, the transferred asset (Wincor Nixdorf Shares) is valued at the current value of the exchanged asset (12,940,236 Diebold Offer Shares, valued at the Three-Month VWAP of 30.07 (\$33.53) (see **Annex 5**) each, or 389.1 (\$433.9) million in total and the payment of 1,162.2 (\$1,262.1) million in cash). Therefore, the value of total Offer Consideration amounts to 1,551.3 (\$1,696.0) million.

- (2) Furthermore, the item Cash and cash equivalents (Section 266 para. 2 B. IV. of the German Commercial Code (*Handelsgesetzbuch*)) initially contains the cash contribution for the share capital in the amount of 50,000 (rounded to 0.1 (\$0.1) million), contributed to Diebold KGaA on December 11, 2015.

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- (3) On the liabilities side of the balance sheet, the item Issued share capital (Section 266 para. 3 A. I. of the German Commercial Code (*Handelsgesetzbuch*)) initially contains the share capital in the amount of 50,000 (rounded to 0.1 (\$0.1) million).
- (4) The item Capital reserve (Section 266 para. 3 A. II. of the German Commercial Code (*Handelsgesetzbuch*)) increases pursuant to Section 272 para. 2 no. 4 German Commercial Code (*Handelsgesetzbuch*) due to the payment of the Bidder's receivable from the Promissory Notes into the free capital reserve of Diebold KGaA in the amount of 1,750.8 (\$1,912.6) million.
- (5) Finally, the item Net profit/(net loss) for the year (Section 266 para. 3 A. V. of the German Commercial Code (*Handelsgesetzbuch*)) reflects the net losses as evaluated with the profit and loss statement of the Bidder in Section 14.4.2.

14.4.2 Expected Effects on the Unaudited Individual Profit and Loss Statement of Diebold KGaA

The following table shows the expected effects of a successful Takeover Offer on an unaudited individual profit and loss statement of the Diebold KGaA for the nine-month period ending September 30, 2015 based on the aforementioned basis and assumptions set out in Section 14.2 if Diebold KGaA had been formed on January 1, 2015 and the Takeover Offer had been completed by January 1, 2015:

All values in million (\$ million)	Diebold KGaA from January 1 to September 30, 2015 (unaudited)	Expected impact from the completion of the Takeover Offer as of January 1, 2015 (unaudited)*	Diebold KGaA as of September 30, 2015 (unaudited)*
PROFIT AND LOSS STATEMENT			
Other operating expenses ⁽¹⁾		194.4 (\$216.6)	194.4 (\$216.6)
Income from equity investments ⁽²⁾			
Interest and similar expenses ⁽³⁾			
Net profit/(net loss)⁽⁴⁾		194.4 (\$216.6)	194.4 (\$216.6)

* U.S. Dollar amounts in brackets following an Euro amount are converted to U.S. Dollar based on the nine-month average noon buying rate from January 1, 2015 to September 30, 2015 of 1 to \$1.1143.

Notes:

- (1) The item Other operating expenses (Section 275 para. 2. no. 8 of the German Commercial Code (*Handelsgesetzbuch*)) increases in the amount of 194.4 (\$216.6) million due to the Transaction Costs.

- (2) The general shareholders meeting of Wincor Nixdorf has resolved to pay a dividend of 1.75 per eligible Wincor Nixdorf Share for the fiscal year 2013/2014 from January 20, 2015. However, the dividend is not included in the item Income from equity investments (Section 275 para. 2. no. 9 of the German Commercial Code (*Handelsgesetzbuch*)) because Diebold KGaA was not shareholder in Wincor Nixdorf at the time of the dividend payment and because the general shareholders meeting of Wincor Nixdorf resolved on January 25, 2016 not to pay a dividend for the fiscal year 2014/2015.
- (3) The item Interest and similar expenses (Section 275 para. 2 no. 13 of the German Commercial Code (*Handelsgesetzbuch*)) is not affected because the Bidder's receivables from the Promissory Notes are paid into the free capital reserve of Diebold KGaA prior to incurring interest.
- (4) The net loss (Section 275 para. 2 no. 17 of the German Commercial Code (*Handelsgesetzbuch*)) increases in the amount of 194.4 (\$216.6) million due to the Transaction Costs as described in note no. (1).

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For the fiscal years 2012/2013 and 2013/2014 Wincor Nixdorf paid a dividend of 1.48 and 1.75, respectively. On January 25, 2016 the general shareholders meeting of Wincor Nixdorf resolved not to pay a dividend for the fiscal year 2014/2015. It is uncertain whether and to what amount Wincor Nixdorf will pay a dividend in the future. The Bidder and Diebold KGaA do not expect any further dividends.

15. Information for Wincor Nixdorf Shareholders Not Accepting the Takeover Offer

Wincor Nixdorf Shareholders who do not wish to accept the Takeover Offer should particularly take into account the following aspects of the Bidder's intentions regarding the future business of the Target, as set out in Section 8 of this Offer Document.

15.1 Possible Reduction of the Free Float and Liquidity of the Wincor Nixdorf Shares

Wincor Nixdorf Shares, for which this Takeover Offer is not being accepted, can continue to be traded on the Frankfurt Stock Exchange for as long as they remain publicly listed. The current market price of Wincor Nixdorf Shares may, however, be influenced by the fact that the Bidder has published its decision to launch a Takeover Offer on November 23, 2015. It is, therefore, uncertain whether the share price of Wincor Nixdorf Shares will remain at its previous level, or if it will increase or decrease after the completion of this Takeover Offer.

The settlement of the Takeover Offer will lead to a reduction in the free float of Wincor Nixdorf Shares. Against this background, it is expected that after the settlement of the Takeover Offer, supply and demand of Wincor Nixdorf Shares will be lower than current levels and that this will decrease the liquidity of Wincor Nixdorf Shares. A lower liquidity of Wincor Nixdorf Shares could lead to greater fluctuations in the price of Wincor Nixdorf Shares compared to the past and it is possible that purchase and sale orders for Wincor Nixdorf Shares cannot be executed in the short term, if at all.

The settlement of the Takeover Offer, particularly the expected significant reduction of the free float of Wincor Nixdorf Shares, may lead to Wincor Nixdorf no longer being able to fulfil the respective index criteria for Wincor Nixdorf Shares to remain part of, among others, MDAX. This may lead to the exclusion of Wincor Nixdorf Shares from one or several of these indices, in which case it is expected that index funds and institutional investors who retain the respective indices in their portfolios will refrain from acquiring additional Wincor Nixdorf Shares and will sell their current Wincor Nixdorf Shares. A result of the increased supply of Wincor Nixdorf Shares in connection with a decreased demand for Wincor Nixdorf Shares may adversely affect the market price of the Wincor Nixdorf Shares.

15.2 Possible Segment Change, Downlisting or Delisting

Following the successful completion of the Takeover Offer, the Bidder can strive (i) that the Wincor Nixdorf Shares are no longer listed in the sub-segment of the regulated market of the Frankfurt Stock Exchange with additional post-admission obligations (Prime Standard) while maintain their listing on the regulated market (the **Segment Change**), (ii) to remove the Wincor Nixdorf Shares from regulated market of the Frankfurt Stock Exchange and to list them on the unregulated market (*Freiverkehr*) of the Frankfurt Stock Exchange (the **Downlisting**) or (iii) to remove the Wincor Nixdorf Shares entirely from the Frankfurt Stock Exchange (**Delisting**).

In case of a Segment Change, the Wincor Nixdorf Shareholders would no longer benefit from the more stringent reporting obligations of the sub-segment of the regulated market of the Frankfurt Stock Exchange with additional

post-admission obligations (Prime Standard). In the case of a change from regulated market into the unregulated market of the Frankfurt Stock Exchange or in case of a Delisting, the reporting obligations of Wincor Nixdorf would be further reduced or would be cancelled completely. If the Bidder would effect a Downlisting, the liquidity of the Wincor Nixdorf Shares would be negatively affected and a Delisting could make the Wincor Nixdorf Shares effectively illiquid.

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Under German securities law, no protection is afforded to the Wincor Nixdorf Shareholders if the Bidder decides to pursue a Segment Change. In case of a Downlisting or Delisting, the Bidder has to submit a public offer for all Wincor Nixdorf Shares. The consideration offered for the Wincor Nixdorf Shares must be in cash and may not be less than (i) the weighted average domestic market price of the Wincor Nixdorf Shares during the last six months prior to the publication of the decision to launch the public offer, or (ii) the highest consideration provided or agreed to by the Bidder for the acquisition of Wincor Nixdorf Shares within the last six months prior to the publication of the respective offer document.

In the event of a Segment Change, a Downlisting or a Delisting, the Wincor Nixdorf Shares could be excluded from one or more of the indices described in Section 15.1, which could lead to the consequences described therein.

15.3 Qualified Majority of the Bidder in the General Shareholders Meeting of Wincor Nixdorf

Following the successful completion of the Takeover Offer, the Bidder will have the qualified majority necessary to resolve or to approve all important corporate structural measures in a general shareholders meeting of Wincor Nixdorf. Such resolutions include amendments of the articles of association, capital increases, the exclusion of pre-emptive rights in case of capital increases, the issuance of convertible bonds, the conclusion of a domination and profit and loss transfer agreement, transformations, mergers, liquidations and the sale of all or a substantial part of the assets held by Wincor Nixdorf. Accordingly, potential Wincor Nixdorf's minority shareholders will not be in a position to materially influence important business decisions of Wincor Nixdorf. Furthermore, the execution of one or more of these measures may lead to a Delisting of the Wincor Nixdorf Shares.

15.4 Squeeze-Out

Following the successful completion of the Takeover Offer, up to three proceedings could be available to the Bidder or Diebold KGaA to seek a transfer to itself of the Wincor Nixdorf Shares held by the minority shareholders. The implementation of a Squeeze-Out of the minority shareholders would ultimately, among other things, lead to the termination of the listing of the Wincor Nixdorf Shares on the Frankfurt Stock Exchange.

15.4.1 Squeeze-Out under the Transformation Act

If Diebold KGaA holds at least 90 percent of the Wincor Nixdorf Shares entitled to vote following the successful completion of the Takeover Offer in accordance with Section 62 para. 1, 5 Transformation Act, the Bidder could prompt the general shareholders meeting of Wincor Nixdorf to resolve upon the transfer of the remaining Wincor Nixdorf Shares by the minority shareholders to Diebold KGaA against payment of an adequate cash consideration in connection with a merger (Section 62 para. 5 Transformation Act). The adequate cash consideration could be of the same value as the Offer Consideration, but could also be of a higher or lower value.

15.4.2 Squeeze-Out under the German Stock Corporation Act

If the Bidder or Diebold KGaA directly or indirectly holds at least 95 percent of the Wincor Nixdorf Shares entitled to vote following the successful completion of the Takeover Offer in accordance with Sections 327a German Stock Corporation Act, the Bidder or Diebold KGaA could prompt the general shareholders meeting of Wincor Nixdorf to resolve upon the transfer of the remaining Wincor Nixdorf Shares by the minority shareholders to Diebold KGaA

against payment of an adequate cash consideration (Sections 327a *et seq.* German Stock Corporation Act). The adequate cash consideration could be of the same value as the Offer Consideration, but could also be of a higher or lower value.

Should Wincor Nixdorf sell Wincor Nixdorf Treasury Shares, the Bidder may have to hold directly or indirectly up to 95 percent of the Wincor Nixdorf Shares entitled to vote in order to be able to pursue a Squeeze-Out under Sections 327a *et seq.* German Stock Corporation Act or Section 62 para. 1, 5 Transformation Act (see Section 15.4.1).

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15.4.3 Squeeze-Out under the Takeover Act

If the Bidder directly or indirectly holds at least 95 percent of the Wincor Nixdorf Shares entitled to vote following the successful completion of the Takeover Offer in accordance with Section 39a para. 1, 2 Takeover Act, it could further prompt the filing of an application with the competent court, within three months following the expiration of the Acceptance Period, requesting the transfer of the remaining Wincor Nixdorf Shares by the minority shareholders to the Bidder against payment of the Offer Consideration or an alternative cash only amount (Section 39a Takeover Act).

15.5 Pre-emptive Put Right pursuant to Section 39c Takeover Act

If the Bidder is entitled to request a Squeeze-Out under the Takeover Act (see Section 15.4.3), Wincor Nixdorf Shareholders who did not accept the Takeover Offer would still be entitled, pursuant to Section 39c Takeover Act, to accept the Takeover Offer within the three-month period following the expiration of the Acceptance Period (the **Put Right Period**). Pursuant to Section 23 para. 1 sentence 1 no. 4 Takeover Act, the Bidder is required to publish on the internet at <http://www.diebold.com> and in the Federal Gazette (*Bundesanzeiger*) once it holds the number of Wincor Nixdorf Shares allowing it to request a Squeeze-Out under the Takeover Act (see Section 15.4.3). The three-month Put Right Period pursuant to Section 39c Takeover Act will only begin to run after the Bidder has complied with these publication obligations.

The information on the settlement of the Takeover Offer described in Section 12 also applies correspondingly to the exercise of the put right within the Put Right Period (the **Put Right**):

In general, the exercise of the Put Right will be deemed to have been effected in time if, due to a Declaration of Acceptance (see Section 12.2), the transfer of Wincor Nixdorf Shares put to the Bidder (the **Wincor Nixdorf Shares put to the Bidder**) into ISIN DE000A169QN2 (WKN A16 9QN) at Clearstream is completed no later than 6:00 p.m. (Central European Summer Time) on the second Business Day (inclusive) after the expiration of the Put Right Period or no later than 6:00 p.m. (Central European Summer Time) on the Business Day after publication of satisfaction of the Regulatory Condition.

If the Regulatory Condition, which may remain outstanding until November 21, 2016, is not satisfied by the end of the Put Right Period and has not been effectively waived, the Wincor Nixdorf Shares put to the Bidder by effective transfer into ISIN DE000A169QN2 at Clearstream will be settled (see Section 12.4) at the same time as the Tendered Wincor Nixdorf Shares following satisfaction of the Regulatory Condition.

If the Regulatory Condition is satisfied prior to the end of the Put Right Period, (i) Wincor Nixdorf Shares put to the Bidder by effective transfer into ISIN DE000A169QN2 at Clearstream no later than 6:00 p.m. (Central European Summer Time) on the Business Day after publication of satisfaction of the Regulatory Condition will be settled at the same time as the Tendered Wincor Nixdorf Shares, and (ii) Wincor Nixdorf Shares put to the Bidder following 6:00 p.m. (Central European Summer Time) on the Business Day after publication of satisfaction of the Regulatory Condition and prior to expiration of the Put Right Period will be settled on a rolling basis twice weekly.

This settlement on a rolling basis following publication of satisfaction of the Regulatory Condition will occur by direct transfer of the Wincor Nixdorf Shares put to the Bidder under ISIN DE000A0CAYB2 (WKN A0C AYB) by the Custodian Banks to the account of the Settlement Agent at Clearstream. Shares must be put no later than 4:00 p.m. (Central European Summer Time) on the cutoff date by delivery into ISIN DE000A0CAYB2 through a Clearstream participant, who holds the relevant shares with Clearstream, to the Clearstream participant account of the Settlement Agent and corresponding instructions by the relevant Clearstream participant to the Settlement Agent, and settlement will occur no later than three Business Days following the applicable cutoff date and will include the Offer Consideration and any cash in lieu of fractional shares.

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In case the Put Right Period ends less than four Business Days after publication of satisfaction of the Regulatory Condition, the Bidder will extend the Put Right Period and permit shares to be put for at least three Business Days after 6:00 p.m. (Central European Summer Time) on the Business Day after publication of satisfaction of the Regulatory Condition. The Bidder will publish the expiration date of the Put Right Period with publication of the satisfaction of the Regulatory Condition.

The Bidder will ensure that the Wincor Nixdorf Shares put to the Bidder together with Tendered Wincor Nixdorf Shares under ISIN DE000A169QN2 (WKN A16 9QN) will be admitted to trading on the regulated market (*Regulierter Markt*) of the Frankfurt Stock Exchange (see in Section 12.7). Trading in Tendered Wincor Nixdorf Shares and Wincor Nixdorf Shares put to the Bidder on the regulated market (*Regulierter Markt*) of the Frankfurt Stock Exchange is expected to cease after the end of the regular stock exchange trading hours one working day after satisfaction of the last Closing Condition (see Section 11.1) or, if later, one working day after the expiry of the Additional Acceptance Period.

16. Rights of Withdrawal

16.1 Prerequisites

Following rights of withdrawal (*Rücktrittsrechte*) are conceded to the Wincor Nixdorf Shareholders who have accepted the Takeover Offer:

- (1) In the event of an amendment of the Takeover Offer pursuant to Section 21 para. 1 Takeover Act, Wincor Nixdorf Shareholders may, at any time until the expiration of the Acceptance Period, withdraw from the agreements that were entered into as a consequence of the acceptance of the Takeover Offer if and to the extent that they have accepted the Takeover Offer prior to the publication of the amendment of the Takeover Offer (Section 21 para. 4 Takeover Act).
- (2) In the event of a competing offer by a third party for the Wincor Nixdorf Shares pursuant to Section 22 para. 1 Takeover Act, Wincor Nixdorf Shareholders may, at any time until the expiration of the Acceptance Period, withdraw from the agreements that were entered into as a consequence of the Takeover Offer if and to the extent that they have accepted the Takeover Offer prior to the publication of the offer document for the competing offer (Section 22 para. 3 Takeover Act).
- (3) In addition and without limitation to the mandatory withdrawal rights (see Sections 16.1(1) and 16.1(2)), Wincor Nixdorf Shareholders may, at any time until the expiration of the Acceptance Period, withdraw from the agreements that were entered into as a consequence of the acceptance of the Takeover Offer. This also corresponds to the requirements of the laws of the United States in the event of an Early Commencement (see Section 10.2.2).

Following the expiration of the Acceptance Period, withdrawal rights will cease, and any agreements that were entered into as a consequence of acceptance of the Takeover Offer cannot be withdrawn. There will be no withdrawal rights during the Additional Acceptance Period or during any Put Right Period.

16.2 Exercise of the Right of Withdrawal

Wincor Nixdorf Shareholders may exercise their right of withdrawal pursuant to Section 16.1 only by taking the following steps prior to expiration of the Acceptance Period:

- (1) declaring their withdrawal to their Custodian Bank in writing for a specified number of Tendered Wincor Nixdorf Shares, and
- (2) instructing their Custodian Bank to arrange for a number of Tendered Wincor Nixdorf Shares held in their securities deposit account for which they have declared their withdrawal to be rebooked under the ISIN DE000A0CAYB2 at Clearstream.

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The declaration of withdrawal has to be made by the expiration of the Acceptance Period (as defined under Section 4.2). However, the declaration of withdrawal will only become effective if the Tendered Wincor Nixdorf Shares, for which the withdrawal has been declared, have been rebooked to the ISIN DE000A0CAYB2 at Clearstream no later than 6:00 p.m. (Central European Time) on the second Business Day following expiration of the Acceptance Period. Such transfer of the Tendered Wincor Nixdorf Shares for which withdrawal has been declared into ISIN DE000A0CAYB2 at Clearstream must be procured by the respective Custodian Bank immediately following the receipt of the declaration of withdrawal. Following the transfer, Wincor Nixdorf Shares can again be traded under ISIN DE000A0CAYB2.

The withdrawal of acceptance of this Takeover Offer is irrevocable. Tendered Wincor Nixdorf Shares for which the right of withdrawal has been exercised are considered to have not been tendered under this Takeover Offer following the withdrawal. However, Wincor Nixdorf Shareholders who have exercised their right of withdrawal may re-accept the Takeover Offer prior to the expiration of the relevant Acceptance Period as described in this Offer Document.

17. Information Regarding Cash Benefits or Other Monetary Benefits to the Board Members of Wincor Nixdorf

In the case of a successful settlement of the Takeover Offer, the Bidder and the Target stipulated in the Business Combination Agreement the following provisions with regards to the following cash benefits or other monetary benefits for the members of the Target's management board and supervisory board in connection with the Takeover Offer:

Mr. Eckard Heidloff, the Target's chief executive officer, shall become a member and president of the board of directors of the Bidder and will receive customary compensation for such activity.

Messrs. Dr. Alexander Dibelius and Dr. Dieter Düsedau, both members of Target's supervisory board, shall become members of the board of directors of the Bidder and shall receive customary compensation for such activity.

Mr. Eckard Heidloff and Dr. Jürgen Wunram, both members of the management board of the Target, shall serve on the Executive Committee in the Combined Group and will receive customary compensation for such activity.

Mr. Olaf Heyden, a member of the management board of the Target, shall become head of the Line of Business entitled Services in the Combined Group and will receive customary compensation for such activity.

Following the consummation of the Takeover Offer, each member of the management board of the Target will enter into discussions with the supervisory board with the goal of agreeing new service agreements (*Dienstverträge*) with the Target which follow the Bidder's human resources

practices (in respect of terms, extension and severance).

Prior to the declaration of effectiveness of the Registration Statement, Messrs. Dr. Alexander Dibelius, Dr. Dieter Düsedau and Eckard Heidloff shall be covered by the existing management liability insurance of the Bidder, on the same basis as current members. The Bidder committed to amend its existing insurance policy as far as necessary.

The Bidder indemnifies the members of the management board of the Target regarding the completeness and correctness of statements and information provided in connection with the Business Combination Agreement (including governmental proceedings with the BaFin and the SEC), except if the material incorrectness of the statements and information is caused by a willful misconduct.

Apart from the above, no member of the Target's management or supervisory board or persons acting in concert with the Target within the meaning of Section 2 para. 5 Takeover Act, or their subsidiaries, has been granted or promised any cash benefits or other monetary benefits in connection with the Takeover Offer from the Bidder, or persons acting in concert with the Bidder within the meaning of Section 2 para. 5 Takeover Act, or their subsidiaries.

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Members of the Target's management board and supervisory board who are also Wincor Nixdorf Shareholders may accept the Takeover Offer. Should such members of Wincor Nixdorf's boards effectively decide to accept the Takeover Offer, they would receive the exact same Offer Consideration for their Tendered Wincor Nixdorf Shares that all other Wincor Nixdorf Shareholders in the context of this Takeover Offer receive for their Tendered Wincor Nixdorf Shares.

18. Results of the Takeover Offer and Other Announcements

In addition to publications of the Bidder described in other Sections of this Offer Document, the Bidder will also issue the following publications and notifications throughout the Takeover Offer:

According to Section 23 para. 1 Takeover Act, the Bidder will publish the total number of Wincor Nixdorf Shares to which it, persons acting in concert with it, and their subsidiaries are entitled, including the percentage of the share capital and the number of voting rights pursuant to Sections 25 and 25a Securities Trading Act, in addition to the number of Tendered Wincor Nixdorf Shares resulting from the Declarations of Acceptance received by the Bidder, including the percentage of the share capital of these shares and the voting rights:

on a weekly basis following the publication of this Offer Document and on a daily basis during the last week prior to the expiration of the Acceptance Period;

without undue delay following the expiration of the Acceptance Period;

without undue delay following the expiration of the Additional Acceptance Period (**Announcement of Results**); and

without undue delay as soon as the Takeover Offer has been accepted for more than 95 percent of the voting shares capital in accordance with Section 39a Takeover Act in Wincor Nixdorf enabling the Bidder to effect a Squeeze-Out pursuant to the Section 39a Takeover Act

on the internet under <http://www.diebold.com/> in the *Investor Relations* section, in the Federal Gazette (*Bundesanzeiger*) and by way of an English language press release via an electronically operated information distribution system in the United States, and the Bidder will inform the BaFin thereof.

Pursuant to Section 23 para. 2 Takeover Act, the Bidder will continue to publish on the internet at <http://www.diebold.com/> in the *Investor Relations* section, in the Federal Gazette (*Bundesanzeiger*) and by way of an English language press release via an electronically operated information distribution system in the United States, and inform the BaFin of any direct and/or indirect acquisition of Wincor Nixdorf Shares by the Bidder, by persons acting in concert with the Bidder in the meaning of Section 2 para. 5 sentence 1 and 3 Takeover Act, or by their subsidiaries, either on or off a stock market, in the time period from the publication of this Offer Document until the publication under Section 23 para. 1 sentence 1 no. 2 Takeover Act, as well as any direct and/or indirect acquisition of Wincor Nixdorf Shares prior to the end of the year following the publication pursuant to Section 23 para. 1 sentence 1 no. 2 Takeover Act stating the nature and amount of consideration.

In the cases of Section 23 paras. 1 and 2 Takeover Act, an acquisition pursuant to Section 31 para. 6 Takeover Act is equivalent to an agreement based on which the transfer of shares can be demanded.

19. Information Regarding Tax

The taxation principles are set out in the section *Material German Tax Considerations* on pages 287 *et seq.* of **Annex 4** of this Offer Document. There you will find detailed information on the domestic tax treatment of the Offer Consideration, which includes the Share Component (please refer to the more detailed description of the tax treatment thereof on pages 288 to 291 of **Annex 4** of this Offer Document) and the Cash Component that will be paid to Wincor Nixdorf Shareholders with tax residency in Germany.

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The withholding tax treatment of cash components in public takeover offers by the tax authorities was uncertain until the Federal Ministry of Finance's statement vis-à-vis the German banking associations on December 18, 2015 (docket number: IV C 1 S 2252/15/10025 :001) in this regard. According to this statement of the Federal Ministry of Finance, the responsible staff members for income tax at the supreme tax authorities of the federation and the German states have discussed the income tax treatment of the takeovers of Westgrund AG and Gagfah S.A. and it was resolved that the cash component within the meaning of Section 20 para. 4a sentence 2 of the German Income Tax Act (*Einkommensteuergesetz* or (**EStG**) will not result in a limited tax liability pursuant to Section 49 para. 1 sentence 1 number 5 sentence 1 letter a EStG. Accordingly, no withholding tax must be deducted in these cases.

Against this backdrop and given the fact that currently a U.S. company is acting as bidder, the Bidder states in accordance with the information provided in the section *Material German Tax Considerations* on pages 287 *et seq.* of **Annex 4** of this Offer Document, already at this point, its opinion on how the German tax authorities will treat the Cash Component for Wincor Nixdorf Shareholders with tax residency outside Germany, in a simplified form:

In the view of the Bidder, the Cash Component is not subject to taxation in Germany for Wincor Nixdorf Shareholders who (i) are not tax resident in Germany, (ii) do not hold their Wincor Nixdorf Shares as part of domestic business assets, and (iii) have held a participation of less than 1 percent of Wincor Nixdorf throughout the last five years.

For Wincor Nixdorf Shareholders who (i) are not tax resident in Germany, (ii) do not hold their Wincor Nixdorf Shares as part of domestic business assets, and (iii) have held a participation of at least 1 percent of Wincor Nixdorf at any time in the last five years, in the view of the Bidder, the tax authorities provide that, regardless of the fact that these Wincor Nixdorf Shareholders can be subject to German taxation for the Cash Component, no withholding tax must be deducted and paid.

Against this backdrop, domestic paying agents are thus, in the view of the Bidder, not obligated to deduct and pay withholding tax and solidarity surcharge from the Cash Component of the exchange offer payable to Wincor Nixdorf Shareholders with tax residency outside Germany, provided that those Wincor Nixdorf Shareholders do not hold the Wincor Nixdorf Shares as part of domestic business assets. In this context, the Bidder notes, in addition to its assessment of the tax treatment of the Cash Component, that Clearstream declared, in its customer announcement D15046 on December 28, 2015 for two other public exchange offers, that it will refrain from and, as the case may be, cancel, any deduction of withholding tax with respect to non-resident taxpayers.

The Bidder indicates that the taxation of Wincor Nixdorf Shareholders with tax residency in Germany is not a subject of the Federal Ministry of Finance's statement on December 18, 2015 (docket number: IV C 1 S 2252/15/10025 :001). In particular, the Bidder assumes, in accordance with the information provided in the section *Material German Tax Considerations* on pages 287 *et seq.* of **Annex 4** of this Offer Document, that for Wincor Nixdorf Shareholders who (i) have tax residency in Germany, (ii) hold their Wincor Nixdorf Shares as private assets, and (iii) have held a participation of less than 1 percent of Wincor Nixdorf throughout the last five years, (**German Retail Investors**), the Cash Component to be received is subject to withholding tax in the amount of 25 percent of the Cash Component as well as 5.5 percent solidarity surcharge thereon, which results in a total tax burden of 26.375 percent (plus church tax, if any) which is subject to withholding. The Bidder recommends that German Private Investors consult their tax advisors, whether, following the deduction of all taxes and taking into account their individual tax situations, an acceptance of the offer or alternative disposal options, such as sale of their shareholdings at the stock exchange,

constitute the most economically favorable option of disposing their Wincor Nixdorf Shares.

For all other Wincor Nixdorf Shareholders, the German taxation of the Cash Component follows the same principles which are generally applicable to pure cash offers and which are described in more detail in the section *Material German Tax Considerations* on pages 287 *et seq.* of **Annex 4**.

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This information regarding tax does not constitute a summary of the tax aspects described in the section *Material German Tax Considerations* on pages 287 *et seq.* of Annex 4 of this Offer Document, and shall not replace or serve as a substitute of reading the information provided therein. The Bidder recommends that every Wincor Nixdorf Shareholder obtains tax advice regarding the relevant tax implications of accepting the Takeover Offer, particularly taking into account their personal financial circumstances, prior to accepting the Takeover Offer.

20. Applicable Law; Place of Jurisdiction

This Takeover Offer and the agreements concluded with the Bidder as a result of the acceptance of this Takeover Offer are governed by German law. The exclusive place of jurisdiction for all legal disputes arising from, or in connection with this Takeover Offer (and any agreement which comes into existence as a result of acceptance of this Takeover Offer), to the extent legally permissible, is Frankfurt am Main, Germany.

21. Declaration of Acceptance of Responsibility for the Contents of this Offer Document

Diebold, Incorporated, registered under the laws of the State of Ohio, United States and with its principal executive offices at 5995 Mayfair Road, P.O. Box 3077, North Canton, Ohio, 44720-8077, United States, assumes responsibility for the contents of this Offer Document, pursuant to Section 11 para. 3 Takeover Act and declares that, to the best of its knowledge, the information contained in this Offer Document is correct and no material facts are omitted.

22. Signatures

North Canton, February 4, 2016

Diebold, Incorporated

Christopher A. Chapman

Senior Vice President and Chief Financial Officer

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Annex 1

Financing Confirmation

NON-BINDING ENGLISH TRANSLATION

Diebold, Incorporated
5995 Mayfair Road
P.O. Box 3077
North Canton, Ohio,
United States

January 18, 2016

Voluntary Public Takeover Offer of Diebold, Incorporated for the purchase of all shares of Wincor Nixdorf AG against, inter alia, payment of a cash consideration of EUR 39.98 per share

Confirmation pursuant to Section 13 para. 1 sentence 2 of the German Securities Acquisition and Takeover Act (WpÜG)

Dear Madams and Sirs:

J.P. Morgan Securities plc Frankfurt Branch, registered with the commercial register of the local court (*Amtsgericht*) of Frankfurt am Main under HRB 45952, is an investment services company independent from Diebold, Incorporated within the meaning of Section 13 para. 1 sentence 2 WpÜG.

We hereby confirm that Diebold, Incorporated has taken the necessary measures to ensure that it has at its disposal, at the time the cash consideration will be due, the necessary means to fully perform the payment of the cash consideration under the above-referenced offer to the shareholders of Wincor Nixdorf AG for the acquisition of the shares outstanding as of the date of this offer.

Sincerely yours,

Dorothee Blessing

Florian Roeckl

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Annex 2

Persons Acting in Concert with Diebold, Incorporated (Subsidiaries of Diebold)

as of January 27, 2016

Company

Diebold Australia Holding Company, Inc.
 Diebold China Security Holding Company, Inc.
 Diebold Enterprise Security Systems, Inc.
 Diebold Global Finance Corporation
 Diebold Holding Company, Inc.
 Diebold Latin America Holding Company, LLC
 Diebold Mexico Holding Company, Inc.
 Diebold Netherlands Holding Company, LLC
 Diebold Self-Service Systems
 Diebold Incorporated Pension Master Trust
 Diebold Software Solutions, Inc.
 Diebold SST Holding Company, Inc.
 Diebold Transaction Services, Inc.
 Impexa LLC
 Mayfair Software Distribution, Inc.
 Phoenix Interactive USA Inc.
 VDM Holding Company, Inc.
 Verdi & Associates, Inc.
 1932780 Ontario Inc.
 Altus Bilisim Hizmetleri Anonim Sirketi
 Bitelco Diebold Chile Limitada
 C.R. Panama, Inc.
 Cable Print B.V.B.A.
 Caribbean Self Service and Security LTD.
 Central de Alarmas Adler, S.A. de C.V.
 Cryptera A/S
 D&G ATMS y Seguridad de Costa Rica Ltda.
 D&G Centroamerica y GBM de Nicaragua y Compañia Ltda.
 D&G Centroamerica, S. de R.L.
 D&G Dominicana S.A.
 D&G Honduras S. de R.L.
 D&G Panama S. de R.L.
 DB & GB de El Salvador Limitada
 DB&G ATMs Seguridad de Guatemala, Limitada
 DBD EMEA Holding C.V.
 DCHC, S.A.
 Diebold (Thailand) Company Limited
 Diebold Africa (Pty) Ltd.
 Diebold Africa Investment Holdings Pty. Ltd.

Registered Office

Wilmington, Delaware
 Wilmington, Delaware
 Elmsford, New York
 Wilmington, Delaware
 Wilmington, Delaware
 Wilmington, Delaware
 Wilmington, Delaware
 Wilmington, Delaware
 Nyack, New York
 North Canton, Ohio
 Wilmington, Delaware
 Wilmington, Delaware
 Wilmington, Delaware
 Houston, Texas
 Wilmington, Delaware
 Wilmington, Delaware
 Wilmington, Delaware
 Buffalo, New York
 Ontario, Canada
 Cankaya-Ankara, Turkey
 Santiago, Chile
 Panama, Panama
 Erpe Mere, Belgium
 Bridgetown, Barbados
 Nuevo Leon, Mexico
 Glostrup, Denmark
 San Jose, Costa Rica
 Managua, Nicaragua
 Panama, Panama
 Santo Domingo, Dominican Republic
 Tegucigalpa, Honduras
 Panama, Panama
 San Salvador, El Salvador
 Ciudad, Guatemala
 Utrecht, The Netherlands
 Panama, Panama
 Bangkok, Thailand
 Johannesburg, South Africa
 Johannesburg, South Africa

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Diebold Argentina, S.A.
Diebold ATM Cihazlari Sanayi Ve Ticaret A.S.
Diebold Australia Pty. Ltd.
Diebold (Barbados) Holdings 1 Corp.
Diebold (Barbados) Holdings 2 Corp.
Diebold (Barbados) Holdings 3 Corp.
Diebold Belgium B.V.B.A
Diebold Bolivia S.R. L.

Buenos Aires, Argentina
Istanbul, Turkey
Sydney, Australia
Christ Church, Barbados
Christ Church, Barbados
Christ Church, Barbados
Zellik, Belgium
La Paz, Bolivia

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Company

Diebold Brasil LTDA
 Diebold Brasil Servicos de Tecnologia e Participacoes Ltda
 Diebold Canada Holding Company Inc.
 Diebold Colombia S.A.
 Diebold Ecuador SA
 Diebold EMEA Processing Centre Limited
 Diebold Financial Equipment Company (China), Ltd.
 Diebold France SARL
 Diebold Germany GmbH
 Diebold Holding Germany Inc. & Co. KGaA
 Diebold Hungary Trading & Servicing LLC
 Diebold Hungary Self-Service Solutions, Ltd.
 Diebold International Limited
 Diebold Italia S.p.A.
 Diebold Kazakhstan LLP
 Diebold Mexico, S.A. de C.V.
 Diebold Netherlands B.V.
 Diebold One UK Limited
 Diebold Österreich Selbstbedienungssysteme GmbH
 Diebold Pacific, Limited
 Diebold Panama, Inc.
 Diebold Paraguay S.A.
 Diebold Peru S.r.l
 Diebold Philippines, Inc.
 Diebold Poland S.p. z.o.o.
 Diebold Portugal Solucoes de Automatizacao, Limitada
 Diebold Selbstbedienungssysteme (Schweiz) GmbH
 Diebold Self-Service Solutions Limited Liability Company
 Diebold Self Service Solutions Namibia (Pty) Ltd
 Diebold Self-Service Ltd.
 Diebold Self-Service Solutions Industrial and Servicing Rom Srl
 Diebold Singapore Pte. Ltd.
 Diebold Software Solutions UK Ltd.
 Diebold South Africa (Pty) Ltd.
 Diebold Spain, S.L.
 Diebold Switzerland Holding Company, LLC
 Diebold Systems Private Limited
 Diamond UK Holdings LLP
 Diebold Uruguay S.A.
 Diebold Vietnam Company Limited
 Diebold Corp Systems Sdn. Bhd.
 GAS Informática Ltda.
 J.J.F. Panama, Inc.
 Phoenix Interactive (Aust) Pty Ltd.
 Phoenix Interactive Design Inc.
 Phoenix Interactive (UK)
 P.T. Diebold Indonesia

Registered Office

Sao Paulo, Brazil
 Sao Paulo, Brazil
 Alberta, Canada
 Bogota, Colombia
 Bodegas La Carlota, Ecuador
 Middlesex, United Kingdom
 Shanghai, Peoples Republic of China
 Guyancourt Cedex, France
 Eschborn, Germany
 Eschborn, Germany
 Budapest, Hungary
 Budapest, Hungary
 Middlesex, United Kingdom
 Milano, Italy
 Almaty, Kazakhstan
 Mexico City, Mexico
 Utrecht, The Netherlands
 Middlesex, United Kingdom
 Wiener Neudorf, Austria
 North Point, Hong Kong
 Panama, Panama
 Asuncion, Paraguay
 Lima, Peru
 Makati City, Philippines
 Warsaw, Poland
 Amadora, Portugal
 Wangen-Bruttisellen, Switzerland
 Wangen-Bruttisellen, Switzerland
 Windhoek, Namibia
 Moscow, Russia
 Bucharest, Romania
 Braddll View, Singapore
 Middlesex, United Kingdom
 Johannesburg, South Africa
 Madrid, Spain
 Wangen-Bruttisellen, Switzerland
 Mumbai, India
 Middlesex, United Kingdom
 Montevideo, Uruguay
 Hanoi, Vietnam
 Kuala Lumpur, Malaysia
 Distrito Federal, Brazil
 Panama, Panama
 Sydney, Australia
 Ontario, Canada
 Scotland, United Kingdom
 Jakarta Selatan, Indonesia

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Procomp Amazonia Industria Eletronica S.A.
Procomp Industria Eletronica LTDA
Diebold Hong Kong Services Limited (f/k/a SIAB (HK) Ltd.)
The Diebold Company of Canada, Ltd.

Amazonas, Brazil
Sao Paulo, Brazil
North Point, Hong Kong
Ontario, Canada

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Table of Contents**Annex 3****Persons Acting in Concert with Wincor Nixdorf (Subsidiaries of Wincor Nixdorf)****as of January 27, 2016**

Company	Registered Office
WINCOR NIXDORF International GmbH	Paderborn, Germany
WINCOR NIXDORF Banking Consulting GmbH	Paderborn, Germany
WINCOR NIXDORF Business Administration Center GmbH	Paderborn, Germany
WINCOR NIXDORF Customer Care GmbH	Paderborn, Germany
Wincor Nixdorf Dienstleistungs GmbH	Paderborn, Germany
WINCOR NIXDORF Facility GmbH	Paderborn, Germany
WINCOR NIXDORF Facility Services GmbH	Paderborn, Germany
WINCOR NIXDORF Global IT Operations GmbH	Paderborn, Germany
WINCOR NIXDORF Grundstücksverwaltung Ilmenau GmbH & Co. KG	Paderborn, Germany
Wincor Nixdorf Logistics GmbH	Paderborn, Germany
WINCOR NIXDORF Lottery Solutions GmbH	Paderborn, Germany
WINCOR NIXDORF Manufacturing GmbH	Paderborn, Germany
Wincor Nixdorf Portavis GmbH	Hamburg, Germany
WINCOR NIXDORF Real Estate GmbH & Co. KG	Paderborn, Germany
WINCOR NIXDORF Retail Consulting GmbH	Paderborn, Germany
Wincor Nixdorf Retail Services GmbH	Paderborn, Germany
WINCOR NIXDORF Security GmbH	Paderborn, Germany
Wincor Nixdorf Services GmbH	Paderborn, Germany
WINCOR NIXDORF Technology GmbH	Paderborn, Germany
Aevi International GmbH	Paderborn, Germany
Bankberatung Organisations- und IT-Beratung für Banken AG	Wedemark, Germany
IP Management GmbH	Paderborn, Germany
Prosystems IT GmbH	Bonn, Germany
Wincor Nixdorf N.V.	Zaventem, Belgium
Wincor Nixdorf A/S	Ballerup, Denmark
Wincor Nixdorf Oy	Espoo, Finland
Wincor Nixdorf SAS	Vélizy-Villacoublay, France
Wincor Nixdorf Information Systems S.A.	Kifissia/Athens, Greece
Wincor Nixdorf Banking Services Ltd.	Bracknell/Berkshire, Great Britain
Wincor Nixdorf Ltd.	Bracknell/Berkshire, Great Britain
Aevi UK Limited	Bracknell/Berkshire, Great Britain
Wincor Nixdorf Ltd.	Dublin, Ireland
Wincor Nixdorf S.r.l.	Basiglio/Milan, Italy
Wincor Nixdorf Finance Malta Holding Limited	St. Julians, Malta
Wincor Nixdorf Finance Malta Limited	St. Julians, Malta
SecurCash B.V.	Rotterdam, The Netherlands
SecurCash Nederland B.V.	Houten, The Netherlands
SecurCash Geldverwerking B.V.	Houten, The Netherlands
Wincor Nixdorf B.V.	Delft, The Netherlands

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WINCOR NIXDORF Software CV

WINCOR NIXDORF Software Partner B.V.

WINCOR NIXDORF Global Solutions B.V.

Wincor Nixdorf A/S

Wincor Nixdorf GmbH

Wincor Nixdorf Sp.z. o.o.

Wincor Nixdorf Lda.

Utrecht, The Netherlands

Utrecht, The Netherlands

Utrecht, The Netherlands

Oslo, Norway

Vienna, Austria

Warsaw, Poland

Carnaxide, Portugal

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Company	Registered Office
LLC WINCOR NIXDORF	Moscow, Russia
Wincor Nixdorf Oil and Gas IT LLC	Moscow, Russia
Wincor Nixdorf Oil and Gas IT Service LLC	Moscow, Russia
Wincor Nixdorf AB	Solna, Sweden
BEB Industrie- Elektronik AG	Burgdorf, Switzerland
Wincor Nixdorf Finance AG	Baar, Switzerland
Wincor Nixdorf AG	Brüttsellen, Switzerland
WINCOR NIXDORF s.r.o.	Bratislava, Slovakia
Wincor Nixdorf S.L.	Madrid, Spain
Dynasty Technology Group, S.A.U.	Madrid, Spain
Wincor Nixdorf s.r.o.	Prague, Czech Republic
WN CZ RETAIL SOLUTIONS s.r.o.	Prague, Czech Republic
Aevi CZ s.r.o.	Prague, Czech Republic
Wincor Nixdorf Bilgisayar Sistemleri A.S.	Kadikoy/Istanbul, Turkey
LIMITED LIABILITY COMPANY WINCOR NIXDORF	Kiew, Ukraine
Wincor Nixdorf Kft.	Budapest, Hungary
Wincor Nixdorf Soluções em Tecnologia da Informação Ltda.	Atibaia/São Paulo, Brazil
Dynasty Technology Brasil Software Ltda.	Barueri/São Paulo, Brazil
Wincor Nixdorf Canada Inc.	Mississauga/Ontario, Canada
Wincor Nixdorf IT Support S.A. de C.V.	Mexico City, Mexico
Wincor Nixdorf S.A. de C.V.	Mexico City, Mexico
Wincor Nixdorf Inc.	Austin, USA
Wincor Nixdorf C.A.	Caracas, Venezuela
WINCOR NIXDORF AUSTRALIA PTY LTD	Frenchs Forest/Sydney, Australia
Wincor Nixdorf (Hong Kong) Ltd.	Kwun Tong, Kowloon/ Hong Kong, China
Wincor Nixdorf Retail & Banking Systems (Shanghai) Co., Ltd.	Shanghai, China
Wincor Nixdorf Manufacturing (Shanghai) Co., Ltd.	Shanghai, China
Wincor Nixdorf India Private Ltd.	Mumbai, India
PT. Wincor Nixdorf Indonesia	Jakarta Selatan, Indonesia
WINCOR NIXDORF RETAIL SOLUTIONS (M) SDN. BHD	Kuala Lumpur, Malaysia
Wincor Nixdorf (M) Sdn. Bhd.	Kuala Lumpur, Malaysia
WINCOR NIXDORF (PHILIPPINES), INC.	Makati City, Philippines
WINCOR NIXDORF PTE. LTD.	Singapore
WINCOR NIXDORF MANUFACTURING PTE. LTD	Singapore
WINCOR NIXDORF Ltd.	Seoul, South Korea
Wincor Nixdorf Taiwan Ltd.	Taipei, Taiwan
Wincor Nixdorf (Thailand) Co., Ltd.	Bangkok, Thailand
EURL WINCOR NIXDORF	Algiers, Algeria
Wincor Nixdorf S.A.	Casablanca, Morocco
WINCOR NIXDORF (PTY) LTD	Hurlingham-Sandton, South Africa
Wincor Nixdorf Retail ME DMCC (not fully consolidated)	Dubai, UAE
Wincor Nixdorf Limited (not fully consolidated)	Lagos, Nigeria
CI Tech Components AG (Joint Venture)	Burgdorf, Switzerland
CROWN B.V. (Joint Venture)	Delft, The Netherlands
WINSERVICE AS	Oslo, Norway

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Annex 4

Information pursuant to Section 2 no. 2 of the Takeover Offer Regulation in conjunction with Section 7 Securities Prospectus Act (*Wertpapierprospektgesetz*) and the Commission Regulation (EC) No 809/2004 (April 29, 2004), as amended, implementing Directive 2003/71/EC of the European Parliament and of the Council regarding information contained in prospectuses, as well as the format, incorporation by reference and publication of such prospectuses and dissemination of advertisements

Regarding the information included in this **Annex 4** of this Offer Document, the following should also be taken into account:

- I. References in this **Annex 4** to this document or the prospectus should in the context of this Offer Document be read as references to this **Annex 4**.
- II. The Bidder will update this Offer Document to the extent permissible and required under the German Takeover Act (*Wertpapiererwerbs- und Übernahmegesetz*), and will comply with its obligation under U.S. law based on the Registration Statement according to the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder, to inform security holders of any material change in the information published, sent or given to security holders. The Bidder will also, as applicable, publish additional accompanying information regarding the exchange offer, which will be made available on the Bidder's website at <http://www.diebold.com> under the *Company/Investor Relations* section, and will file such information in English language on the SEC's website at <http://www.sec.gov>.
- III. All notifications and announcements required according to the German Takeover Act will also be published on the internet at the website www.diebold.com (in German and English) under the *Company/Investor Relations* section, and in German language in the Federal Gazette (*Bundesanzeiger*). The Bidder will also file such notifications and announcements in English language with the SEC at <http://sec.gov> and otherwise comply with its obligation under U.S. law with respect to informing security holders of any material change in the information published, sent or given to security holders.

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Table of Contents**SUMMARY OF THE PROSPECTUS**

*Summaries are made up of disclosure requirements known as elements (**Elements**). These Elements are numbered in Sections A E (A.1 E.7). This summary contains all the Elements required to be included in a summary for this type of security and issuer. Because some Elements are not required to be addressed, there may be gaps in the numbering sequence of the Elements. Even though an Element may be required to be inserted in the summary because of the type of security and issuer, it is possible that no relevant information can be given regarding the Element. In such cases, the summary includes a short description of the Element with the words *not applicable* .*

A Introduction and Warnings**A.1 Warnings.**

This summary should be read as an introduction to this prospectus (the **Prospectus**). Any decision to invest in the securities should be based on consideration of the Prospectus as a whole by the investor.

If any claims are asserted before a court of law based on the information contained in this Prospectus, the investor appearing as plaintiff may have to bear the costs of translating the Prospectus prior to the commencement of the court proceedings pursuant to the national legislation of the member states of the European Economic Area.

Diebold Incorporated, North Canton, Ohio, United States of America (the **United States**) (**Diebold, Inc.**, and, together with its consolidated subsidiaries, **Diebold**) has assumed responsibility for the contents of this summary and its German translation pursuant to Section 5 para. 2b no. 4 of the German Securities Prospectus Act (*Wertpapierprospektgesetz*). Those persons who are responsible for the summary, including any translation thereof, or for the issuing (*Veranlassung*), can be held liable but only if this summary is misleading, inaccurate or inconsistent when read together with the other parts of the Prospectus or it does not provide, when read together with the other parts of this Prospectus, all necessary key information.

A.2 Information regarding the subsequent use of the prospectus.

Not applicable. Consent regarding the use of the Prospectus for a subsequent resale or placement of the shares has not been granted.

B Issuer**B.1 Legal and commercial name of the issuer.**

The issuer's legal name is Diebold, Incorporated.

The issuer's group primarily operates under the commercial name Diebold.

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B.2 Domicile, legal form, legislation under which the issuer operates, country of incorporation. Diebold, Incorporated has its registered office at 5995 Mayfair Road, P.O. Box 3077, North Canton, Ohio, United States, and is registered with the commercial register of the Ohio Secretary of State, under entity number 1276. Diebold, Inc. is a corporation incorporated under, and governed by, the laws of the State of Ohio, United States.

B.3 Current operations and principal business activities and principal markets in which the issuer competes. Diebold provides the technology, software and services that connect people around the world with their money bridging the physical and digital worlds of cash conveniently, securely and efficiently. Since its founding in 1859, Diebold believes it has evolved to become a leading provider of exceptional self-service innovation, security and services to financial, retail, commercial and other markets. Diebold has approximately 15,000 employees with business in more than 90 countries worldwide.

Diebold has two core lines of business: Financial Self-Service (**FSS**) and Security Solutions, which Diebold integrates based on its customers' needs.

A popular example of a self-service solution is the automated teller machine (**ATM**). Diebold offers an integrated line of self-service solutions and technology, including comprehensive ATM outsourcing, ATM security, deposit automation, recycling and payment terminals and software. Diebold also offers advanced functionality terminals capable of supporting mobile cardless transactions and two-way video technology to enhance bank branch automation. Diebold believes it is a global supplier of ATMs and related services and holds a leading market position in many countries around the world.

From the safes and vaults that Diebold first manufactured in 1859 to the full range of physical and electronic security offerings it provides today, Diebold's security solutions utilize an extensive services portfolio and advanced products to help address its customers' unique needs. Diebold provides its customers with the latest technological advances to better protect their assets, improve their workflow and increase their return on investment. Diebold also provides internet banking, online payment and mobile banking security solutions aimed at preventing various types of fraud, such as phishing, pharming, and key logging. All of these solutions are backed with experienced sales, installation and service teams. Diebold believes it is a leader in providing physical and electronic security systems as well as assisted transactions, providing total security systems solutions to financial, commercial, retail, and other markets.

Diebold's operations are comprised of four geographic segments: North America (**NA**), Asia Pacific (**AP**), Europe, Middle East and Africa (**EMEA**) as well as Latin America (**LA**). The four geographic segments sell and service FSS and security systems around the globe, as well as elections, lottery and information technology (**IT**) solutions in Brazil other, through wholly-owned subsidiaries, majority-owned joint ventures and independent distributors in most major countries. Beginning in the first quarter of 2015, LA and Brazil operations were reported under one single reportable operating segment.

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As part of its strategic realignment, Diebold continues to execute its multi-year transformation, Diebold 2.0, with the primary objective of transforming Diebold into a world-class, services-led and software-enabled company, supported by innovative hardware, which automates the way people connect with their money.

Diebold 2.0 consists of four pillars:

Cost Streamline the cost structure and improve near-term delivery and execution.

Cash Generate increased free cash flow in order to fund the investments necessary to drive profitable growth, while preserving the ability to return value to shareholders in the form of reliable dividends and, as appropriate, share repurchases.

Talent Attract and retain the talent necessary to drive innovation and the focused execution of the transformation strategy.

Growth Return Diebold to a sustainable, profitable growth trajectory.

Diebold is committed to its multi-year transformation plan that is expected to occur in three phases: 1) Crawl, 2) Walk, and 3) Run. As part of the transformation, Diebold has identified targeted savings of \$200.0 million that are expected to be fully realized by the end of 2017 and plans to reinvest approximately 50 percent of the cost savings to drive long-term growth.

B.4a Most significant recent trends affecting the issuer and the industry in which it operates.

Diebold participates in many highly competitive businesses in the services, software and technology space, with a mixture of local, regional and/or global competitors in our markets. The competitive environment for these types of solutions is evolving as Diebold's customers are transforming their businesses utilizing innovative technology.

Many of Diebold's customers are beginning to adopt branch automation solutions to transform their branches, which will improve the customer experience and enhance efficiency through the utilization of automated transactions, mobile solutions and other client-facing technologies. As the trend towards branch

automation continues to build more momentum, the traditional lines of behind the counter and in front of the counter are starting to blur, which is allowing for more entrants into the market. As customer requirements evolve, separate markets will converge to fulfill new customer demand. Diebold expects that this will increase the complexity and competitive nature of the business.

B.5 Description of the group and the issuer's position within the group.

Diebold, Inc. is the parent company of the group. Diebold's operations sell and service FSS and security systems around the globe, as well as elections, lottery and IT solutions in Brazil, through wholly-owned subsidiaries, joint ventures and independent distributors in most major countries.

Table of Contents**B.6 Persons who, directly or indirectly, have a (notifiable) interest in the issuer's capital and voting rights or have control over the issuer.**

To our knowledge, no person beneficially owned more than five percent of our outstanding common shares as of February 3, 2016, except for the shareholders listed below. The information provided below was derived from reports filed with the U.S. Securities and Exchange Commission (SEC) by the beneficial owners on the dates indicated in the footnotes below. Based on this information, Diebold is not aware that it is being controlled by any person.

Beneficial Owner	Actual (direct or indirect) ownership of Diebold (in %) Percent of Common Shares
GGCP, Inc. et al ⁽¹⁾	9.90
State Street Corporation ⁽²⁾	9.10
BlackRock, Inc ⁽³⁾ .	8.50
The Vanguard Group ⁽⁴⁾	6.30
SouthernSun Asset Management LLC ⁽⁵⁾	6.30
Capital World Investors ⁽⁶⁾	6.00
Prudential Financial, Inc. ⁽⁷⁾	5.30

(1) Information regarding share ownership was obtained from the Schedule 13D/A filed jointly on January 16, 2014 by Gabelli Funds, LLC, GAMCO Asset Management Inc., Gabelli Securities, Inc., MJG Associates, Inc., Gabelli Foundation, Inc., MJG-IV Limited Partnership, GGCP, Inc., GAMCO Investors, Inc. and Mario J. Gabelli. We have not received any evidence in the Schedule 13D filings of the foregoing entities that indicates an increase or decrease in the number of our common shares held by such entities during the fiscal year ended December 31, 2014. The entities reported their beneficial ownership as follows: (A) Gabelli Funds, LLC had sole voting and dispositive power with respect to 1,708,900 common shares; (B) GAMCO Asset Management Inc. had sole voting power with respect to 4,248,641 common shares and sole dispositive power with respect to 4,467,741 common shares; (C) MJG Associates, Inc. had sole voting and dispositive power with respect to 8,000 common shares; (D) MJG IV Limited Partnership had sole voting and dispositive power with respect to 5,000 common shares; (E) Gabelli Foundation, Inc. had sole voting and dispositive power with respect to 5,000 common shares; (F) GGCP, Inc. had sole voting and dispositive power with respect to 35,000 common shares; (G) Mario J. Gabelli had sole voting and dispositive power with respect to 86,403 common shares; (H) GAMCO Investors, Inc. had sole voting and dispositive power with respect to 80 common shares; and (I) Gambelli Securities, Inc. had sole voting and dispositive power of 1,000 common shares. Mario J. Gabelli is deemed to have beneficial ownership of the securities owned beneficially by each of the foregoing persons. GAMCO Investors, Inc., and GGCP, Inc. are deemed to have beneficial ownership of the securities owned beneficially by each of the foregoing persons other than Mario J. Gabelli and the Gabelli Foundation, Inc.

(2) Information regarding share ownership was obtained from the Schedule 13G filed jointly on February 12, 2015 by State Street Corporation (**State Street**) and its subsidiary, SSGA Funds

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Management, Inc. (**SSGA**). State Street has shared voting and dispositive power over 5,897,102 of our common shares. SSGA is the beneficial owner of, and has shared dispositive and voting power over 3,822,059 of our common shares, or 5.9% of our common shares outstanding. In addition to SSGA, the following direct or indirect subsidiaries of State Street also beneficially own our common shares: State Street Global Advisors Limited, State Street Global Advisors Australia Limited and State Street Global Advisors Asia Limited.

(3) Information regarding share ownership was obtained from the Schedule 13G/A filed on January 26, 2016 by BlackRock, Inc. (**BlackRock**). BlackRock has sole voting power over 5,360,909 of our common shares, and sole dispositive power over 5,504,254 of our common shares. BlackRock is the parent company of the following subsidiaries that beneficially own our common shares: BlackRock Advisors, LLC; BlackRock Asset Management Canada Limited; BlackRock Asset Management Ireland Limited; BlackRock Asset Management Schweiz AG; BlackRock Financial Management Inc.; BlackRock Fund Advisors; BlackRock Institutional Trust Company, N.A.; BlackRock Investment Management (Australia) Limited; BlackRock Investment Management (UK) Ltd; BlackRock Investment Management, LLC; BlackRock Life Limited. No one BlackRock subsidiary's interest in our common shares is more than 5% of our common shares outstanding.

(4) Information regarding share ownership was obtained from the Schedule 13G/A filed February 10, 2015 by The Vanguard Group (**Vanguard**). Vanguard has sole voting power over 43,303 of our common shares, sole dispositive power over 4,031,055 of our common shares, and shared dispositive power over 38,203 of our common shares. Vanguard Fiduciary Trust Company, a wholly-owned subsidiary of Vanguard, is the beneficial owner of 38,203 of our common shares, or 0.1% of our common shares outstanding, as a result of its serving as investment manager of collective trust accounts. Vanguard Investments Australia, Ltd., a wholly-owned subsidiary of Vanguard, is the beneficial owner of 5,100 of our common shares as a result of its serving as investment manager of Australian investment offerings.

(5) Information regarding share ownership was obtained from the Schedule 13G filed on February 13, 2015 by SouthernSun Asset Management LLC (**SouthernSun**). SouthernSun is an investment adviser registered under section 203 of the Investment Advisers Act of 1940. SouthernSun has sole voting power over 3,668,360 of our common shares, and sole power to dispose or direct the disposition of 4,055,030 of our common shares.

(6) Information regarding share ownership was obtained from the Schedule 13G filed on February 13, 2015 by Capital World Investors (**Capital World**). Capital World is a division of Capital Research and Management Company (**CRMC**), and is deemed to be the beneficial owner of 3,925,000 of our common shares as a result of CRMC acting as investment adviser to various investment companies registered under Section 8 of the Investment Company Act of 1940. Capital World holds more than 5% of our outstanding common shares as of

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December 31, 2014 on behalf of The Income Fund of America. Capital World has sole voting and dispositive power over 3,935,000 of our common shares.

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(7) Information regarding share ownership was obtained from the Schedule 13G filed on February 13, 2015 by Prudential Financial, Inc. (**Prudential**). Prudential is the parent holding company of Jennison Associates LLC, which is the beneficial owner of 2,114,701 of our common shares, or 3.3 percent of our common shares outstanding based on the Schedule 13G filed on February 3, 2016 by Jennison Associates LLC. Prudential is also the parent holding company of Quantitative Management Associates LLC, which is the beneficial owner of 54,380 of our common shares, or 0.1% of our common shares outstanding. Based on the Schedule 13G filed on February 13, 2015 by Prudential, Prudential has sole voting and dispositive power over 261,070 of our common shares, shared voting power over 2,572,633 of our common shares and shared dispositive power over 3,146,490 of our common shares.

Different voting rights. Each common share in Diebold, Inc. carries one vote at Diebold, Inc. s shareholders meeting. There are no restrictions on voting rights.

Direct or indirect control over the issuer and nature of such control. Not applicable. Diebold, Inc. is controlled by none of its shareholders.

B.7 Selected key historical financial information. The following table sets forth selected historical consolidated financial information for Diebold as of the end of and for the periods indicated. The statements of operations information for each of the years ended December 31, 2014, 2013 and 2012, and the balance sheet information as of December 31, 2014, 2013 and 2012, are derived from Diebold s audited financial statements for such years. The selected financial information of Diebold as of and for the nine months ended September 30, 2015 and 2014 is derived from Diebold s unaudited consolidated financial statements for such periods. The operating results for the nine-month period ended September 30, 2015 are not necessarily indicative of the results of operations for the remainder of the fiscal year or any future period.

Table of Contents*Selected Data from the Statement of Operations*

	(Unaudited)				
	Nine Months Ended		Year Ended December 31,		
	September 30,	2014	2014	2013	2012
	2015	2014	2014	2013	2012
	(in millions, except per share data)				
Results of operations					
Net sales	\$ 2,069.8	\$ 2,189.8	\$ 3,051.1	\$ 2,857.5	\$ 2,991.7
Cost of sales	1,539.7	1,638.3	2,271.7	2,217.1	2,262.1
Gross profit	\$ 530.1	\$ 551.5	\$ 779.4	\$ 640.4	\$ 729.6
Amounts attributable to Diebold, Incorporated					
Income (loss) from continuing operations, net of tax	\$ 41.1	\$ 84.5	\$ 114.4	\$ (181.6)	\$ 76.7
(Loss) income from discontinued operations, net of tax					(3.1)
Net income (loss) attributable to Diebold, Incorporated	\$ 41.1	\$ 84.5	\$ 114.4	\$ (181.6)	\$ 73.6
Basic earnings (loss) per common share					
Income (loss) from continuing operations, net of tax	\$ 0.63	\$ 1.31	\$ 1.77	\$ (2.85)	\$ 1.22
(Loss) income from discontinued operations, net of tax					(0.05)
Net income (loss) attributable to Diebold, Incorporated	\$ 0.63	\$ 1.31	\$ 1.77	\$ (2.85)	\$ 1.17
Diluted earnings (loss) per common share					
Income (loss) from continuing operations, net of tax	\$ 0.63	\$ 1.30	\$ 1.76	\$ (2.85)	\$ 1.20
(Loss) income from discontinued operations, net of tax					(0.05)
Net income (loss) attributable to Diebold, Incorporated	\$ 0.63	\$ 1.30	\$ 1.76	\$ (2.85)	\$ 1.15
Number of weighted-average shares outstanding					
Basic shares	64.9	64.5	64.5	63.7	63.1
Diluted shares	65.5	65.1	65.2	63.7	63.9
Dividends					
Common dividends paid	\$ 56.5	\$ 56.2	\$ 74.9	\$ 74.0	\$ 72.8
Common dividends paid per share	\$ 0.8625	\$ 0.8625	\$ 1.15	\$ 1.15	\$ 1.14

Selected Balance Sheet Data

	(Unaudited)				
	Nine Months Ended		Year Ended December 31,		
	September 30,	2014	2014	2013	2012
	2015	2014	2014	2013	2012
	(in millions, except per share data)				

Consolidated balance sheet data (as of period end)					
Current assets	\$ 1,608.2	\$ 1,787.7	\$ 1,655.5	\$ 1,555.4	\$ 1,814.9
Current liabilities	\$ 966.5	\$ 1,077.4	\$ 1,027.7	\$ 893.7	\$ 857.3
Net working capital	\$ 641.7	\$ 710.3	\$ 627.8	\$ 661.7	\$ 957.6
Property, plant and equipment, net	\$ 177.0	\$ 161.6	\$ 169.5	\$ 160.9	\$ 184.3
Long-term debt	\$ 618.3	\$ 555.0	\$ 479.8	\$ 480.2	\$ 617.5
Total long-term liabilities	\$ 882.1	\$ 739.7	\$ 759.5	\$ 668.9	\$ 908.8
Total assets	\$ 2,275.1	\$ 2,458.4	\$ 2,342.1	\$ 2,183.5	\$ 2,593.0
Total equity	\$ 426.5	\$ 641.3	\$ 554.9	\$ 620.8	\$ 826.8

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Table of Contents**Significant changes to the issuer's financial condition and operating results during and subsequent to the period covered by the historical key financial information.*****Nine-month periods ended September 30, 2015 and 2014***

On March 13, 2015, Diebold acquired all of the equity interests of Phoenix Interactive Design, Inc. (**Phoenix**) for a total purchase price of approximately \$72.9 million, including approximately \$12.6 million of deferred cash payment payable over the next three years.

As of March 31, 2015, Diebold agreed to sell its equity interest in its Venezuela joint venture to its joint venture partner and recorded a \$10.3 million impairment of assets in the first quarter of 2015. On April 29, 2015, Diebold closed the sale for the estimated fair market value and recorded a \$1.0 million reversal of impairment of assets based on final adjustments in the second quarter of 2015, resulting in a \$9.3 million impairment of assets for the nine months ended September 30, 2015. Diebold no longer has a consolidating entity in Venezuela, but will continue to operate in Venezuela on an indirect basis.

FSS sales in the first nine months of 2015 of \$1,573.2 million increased \$13.4 million or 0.9 percent compared to the same period of 2014, including net unfavorable currency impact of \$109.4 million or 7.0 percent. The unfavorable currency impacts in the nine months ended September 30, 2015 were related mainly to the Brazil real and euro.

Security sales in the nine months ended September 30, 2015 of \$479.4 million increased \$25.9 million or 5.7 percent compared to the same period in 2014 due to growth in the electronic security business, which was partially offset by unfavorable currency impact and a slight decline in the physical security business. NA was the catalyst for the security revenue improvement in the nine months ended September 30, 2015 as the region increased \$26.5 million or 6.6 percent.

The decrease in operating profit for the nine months ended September 30, 2015 to \$53.9 million compared to \$127.2 million for the same period in 2014 was mainly due to lower product revenue and higher net non-routine and restructuring charges, inclusive of impairment of assets and gain on sales of assets, partially offset by an improvement in service margin.

Fiscal Years 2014 and 2013

In the second quarter of 2014, Diebold divested Diebold Eras Inc. for a sale price of \$20.0 million, including installment payments of \$1.0 million on the first and second year anniversary dates of the closing. This sale resulted in a gain of \$13.7 million recognized within gain on sale of assets, net in the condensed consolidated statement of operations.

In the third quarter of 2014, Diebold acquired 100 percent of the equity interests of Cryptera A/S, a supplier of Diebold's encrypting PIN pad technology and a leader in the research and development of secure payment technologies. The total purchase price was approximately \$13.0 million, including a 10 percent deferred cash payment payable on the first anniversary of the acquisition.

FSS sales increased by \$31.3 million to \$2,197.9 million for the financial year ended December 31, 2014. The increase included a net unfavorable

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currency impact of \$53.2 million or 2.6 percent, of which 43 percent related to the Brazilian real. The following segment results include the impact of foreign currency. NA FSS sales decreased \$17.2 million or 2.0 percent primarily from lower volume within the U.S. national bank business partially offset by improvement between years in the U.S. regional bank space and Canada. AP FSS sales increased \$19.7 million or 4.3 percent primarily due to growth in India, China and the Philippines partially offset by a decline in Indonesia due to a large order in the prior year. EMEA FSS sales increased \$59.6 million or 16.5 percent with the main drivers being growth in Western Europe, higher volume in Africa and the acquisition of Cryptera A/S. LA FSS sales decreased \$30.7 million or 6.6 percent compared to the prior year due to lower product sales volume primarily in Brazil, as a decline in Colombia coupled with a decrease in Venezuela resulting from the currency control policy of the Venezuelan government were offset by higher volume in Mexico and a net gain in the rest of the region. Brazil FSS sales decreased \$29.5 million or 10.9 percent due to lower product sales volume.

Security sales increased by \$9.2 million to \$628.0 million due to growth in the electronic security business, which was partially offset by a decline in the physical security business. From a regional perspective, the increase in total security sales resulted primarily from growth in NA.

Brazil other increased due to lottery sales volume combined with the favorable impact of deliveries of information technology (IT) equipment to the education ministry primarily in the first quarter of 2014, which are not expected to recur in 2015, offset in part by a decrease in election systems sales.

The increase in operating profit (loss) from \$(118.3) million for the financial year ended December 31, 2013 to \$180.9 million resulted from a reduction in operating expense mainly due to lower non-routine and restructuring charges. Operating profit also improved in total margin and higher product sales, offset in part by higher spend partially attributable to reinvestment of Diebold's savings into transformation strategies.

Fiscal Years 2013 and 2012

The year ended December 31, 2013 included a \$67.6 million pre-tax non-cash pension charge, a \$70.0 million pre-tax goodwill impairment charge, \$57.0 million of pre-tax restructuring charges related to Diebold's multi-year realignment plan, including \$31.3 million related to the voluntary early retirement program, \$28.0 million of additional pre-tax losses related to the settlement of the global FCPA investigation, a \$17.2 million pre-tax net charge related to settlement of the securities class action, and \$9.3 million of pre-tax

executive severance. Internationally, improvement was driven by higher FSS sales in AP and EMEA combined with security sales growth in Brazil, mainly due to the GAS Tecnologia acquisition in Brazil. These increases were partially offset by a reduction in election systems and lottery sales in Brazil as well as a decline in FSS volume for LA. Additionally, the 2013 results were significantly impacted by a higher tax

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rate, which is a result of tax expense related to the repatriation of previously undistributed earnings and the establishment of a valuation allowance on certain Brazil deferred tax assets.

FSS sales decreased by \$102.6 million to \$2,166.6 million for the financial year ended December 31, 2013. The decrease in FSS sales included a net unfavorable currency impact of \$36.9 million or 1.6 percent, of which approximately 73.0 percent related to the Brazilian real. The following segment highlights include the impact of foreign currency. NA FSS sales decreased \$167.1 million or 15.9 percent due primarily to lower volume within the U.S. regional bank business partially offset by growth in the national bank sector. A significant portion of the decline was associated with the expiration of the ADA compliance deadline in 2012. The product volume decrease in regional bank business caused a corresponding reduction in the service business specific to installation and professional services sales. AP increased \$56.5 million or 14.1 percent due to higher volume in India and China. EMEA increased \$36.1 million or 11.1 percent mainly from higher volume in Western Europe and the Middle East primarily in the emerging market of Turkey due in part to the Altus acquisition partially offset by a net decrease in the remainder of the region. Brazil decreased \$20.8 million or 7.1 percent, including \$27.0 million in unfavorable currency impact. LA declined \$28.2 million or 5.7 percent due to an unfavorable currency impact of \$27.0 million primarily in Brazil and volume deterioration in Mexico, partially offset by an increase in Colombia.

Security sales decreased by \$4.7 million to \$618.9 million from declines in the NA and AP regions offset by an increase in LA. NA experienced a reduction of \$8.4 million or 1.6 percent. AP decreased \$5.0 million or 19.7 percent as Diebold executed on its decision in 2013 to exit the security business in Australia. These reductions were partially offset by LA increased from the prior year due to the GAS Tecnologia acquisition partially offset by declines in Chile.

The decrease in Brazil other sales resulted from lower volume in lottery and election systems driven by cyclical purchasing decisions within the country offset by growth in the IT equipment business.

Recent Developments

Diebold's overall objective in 2015 was to continue executing its multi-year transformation plan Diebold 2.0 that is expected to occur in three phases: 1) Crawl, 2) Walk, and 3) Run.

During the second half of 2015, Diebold transitioned into the Walk phase of Diebold 2.0 whereby Diebold will continue to build on each pillar of cost, cash, talent and growth. The main difference in the Walk phase as compared to the Crawl phase is a greater emphasis on increasing the mix of revenue from services and software, as well as shaping Diebold's portfolio of businesses.

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As it relates to increasing the mix of services and software, Diebold has recently sharpened its focus on pursuing and winning multi-vendor services contracts in North America to further diversify its portfolio of services offerings. The total number of non-Diebold ATMs signed under contract as of September 30, 2015 was more than 11,000, which gives Diebold a solid platform for future growth. For the software business, the recent acquisition of Phoenix has significantly enhanced Diebold's ability to capture more of the dynamic self-service market. The integration of Phoenix is tracking to plan and all of Diebold's global software activities are being coordinated through the new development center in London, Ontario, Canada.

As it relates to shaping the portfolio of businesses, Diebold's announcements subsequent to the third quarter are consistent with its strategy of transforming into a world-class services-led, software-enabled company, supported by innovative hardware. Diebold announced on October 25, 2015 that it entered into a definitive asset purchase agreement to divest its North America-based electronic security business for an aggregate purchase price of approximately \$350.0 million in cash. Based on the successful transition of certain customer relationships, 10.0 percent of the purchase price is contingent and payable over a twelve-month period after closing. Diebold has also agreed to provide certain transition services for a \$6.0 million credit. The sale was completed on February 1, 2016. Additionally, Diebold is narrowing its scope in the Brazil other business to primarily focus on lottery and elections to help rationalize Diebold's solution set in that market.

In addition, on November 23, 2015, Diebold and Wincor Nixdorf entered into the business combination agreement, whereby Diebold will offer to exchange a combination of cash and Diebold common shares for each Wincor Nixdorf ordinary share in a voluntary takeover exchange offer pursuant to the German Takeover Act. The exchange offer and the other transactions contemplated by the business combination agreement are intended to result in a business combination of Diebold and Wincor Nixdorf. Upon consummation of the proposed business combination, Wincor Nixdorf would become a subsidiary of Diebold.

Also on November 23, 2015, Diebold entered into a \$500.0 million bridge credit agreement and a \$1.84 billion bank credit agreement to provide financing for the business combination. The bank credit agreement was amended on December 23, 2015 to refinance Diebold's existing \$520.0 million revolving credit facility and \$230.0 million (non-delayed draw) term loan A facility.

On December 18, 2015, Diebold announced it was forming a new joint venture with a subsidiary of the Inspur Group, a Chinese cloud computing and data center company, to develop, manufacture and distribute financial self-service solutions within China. Inspur will hold a majority stake of 51 percent in the new joint venture, which will be better positioned to respond to local market requirements. The joint venture will offer a

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complete range of selfservice terminals within the Chinese market, including ATMs. Also, Diebold will serve as the exclusive distributor outside of China for all products developed by the new joint venture. In addition, to support Diebold's services-led approach to the market, Inspur will acquire a minority share of Diebold's current China joint venture, which will refocus on providing a whole suite of services including installation, maintenance, professional and managed services related to ATMs and other automated transaction solutions.

B.8 Selected key pro forma financial information.

The following unaudited pro forma condensed combined financial information is presented to illustrate the estimated effects of the proposed business combination of Diebold and Wincor Nixdorf and certain other adjustments listed below through the exchange offer. Diebold offers to exchange each Wincor Nixdorf ordinary share for \$38.98 in cash and 0.434 common shares of Diebold. The following unaudited pro forma condensed combined financial information is derived from and should be read in conjunction with the historical consolidated financial statements and related notes of Diebold and the consolidated financial statements of Wincor Nixdorf, which are included elsewhere in this Prospectus.

The unaudited pro forma condensed combined balance sheet as of September 30, 2015, and the unaudited pro forma condensed combined statements of operations for the nine months ended September 30, 2015 and the year ended December 31, 2014, respectively, are presented herein. The unaudited pro forma condensed combined balance sheet combines the unaudited consolidated balance sheets of Diebold and Wincor Nixdorf as of September 30, 2015 and June 30, 2015, respectively, and gives effect to the proposed business combination as if it occurred on September 30, 2015. The unaudited pro forma condensed combined statements of operations combine the historical results of Diebold and Wincor Nixdorf for the nine months ended September 30, 2015 and June 30, 2015, respectively, and the year ended December 31, 2014 and September 30, 2014, respectively, and give effect to the proposed business combination as if it occurred on January 1, 2014. The historical financial information has been adjusted to give effect to pro forma adjustments that are (i) directly attributable to the proposed business combination, (ii) factually supportable, and (iii) with respect to the unaudited condensed combined statements of operations, expected to have a continuing impact on the combined entity's consolidated results.

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Unaudited Pro Forma Condensed Combined Balance Sheet as of September 30, 2015 (in millions, except per share data)

	Diebold (September 30, 2015)	Historical Wincor Nixdorf (June 30, 2015) (IFRS)	Wincor Nixdorf U.S. GAAP Adjustments	Wincor Nixdorf (U.S. GAAP)	Purchase Accounting Adjustments	Financing Adjustments	Pro Forma
Assets							
Current assets:							
Cash and cash equivalents	\$ 542.5	\$ 52.1	\$	\$ 52.1	\$ (1,260.4)	\$ 1,334.6	\$ 666.8
Short-term investments	99.2						99.2
Trade receivables, net	486.7	485.7		485.7	(2.1)		970.3
Inventories	381.8	449.2		449.2	61.5		892.5
Deferred income taxes	106.3	14.3	(1.9)	12.4			118.7
Prepaid expenses	23.5						23.5
Prepaid income taxes	42.2						42.2
Other current assets	145.1	75.8	42.3	118.1			263.2
Total current assets	1,827.3	1,077.1	40.4	1,117.5	(1,201.0)	1,334.6	3,078.4
Securities and other investments	82.2	4.0		4.0			86.2
Property, plant and equipment, net	173.7	138.6		138.6			312.3
Goodwill	163.5	377.0		377.0	427.5		968.0
Deferred income taxes	77.4	50.2	(33.2)	17.0			94.4
Finance lease receivables	44.6	5.0		5.0			49.6
Other intangible assets	65.2	19.9	(3.3)	16.6	887.5		969.3
Other assets	15.1	4.9	10.3	15.2		58.0	88.3
Total other assets, net	621.7	599.6	(26.2)	573.4	1,315.0	58.0	2,568.1
Total assets	2,449.0	1,676.7	14.2	1,690.9	114.0	1,392.6	5,646.5
LIABILITIES AND EQUITY							
Current liabilities:							
Notes payable	80.9	118.2		118.2		(152.1)	47.0
Accounts payable	257.7	352.9		352.9	(2.1)		608.5
Deferred revenue	211.2	193.6		193.6	(32.0)		372.8
Payroll and other benefits liabilities	75.5	94.5		94.5			170.0
Other current liabilities	283.3	220.9	(6.5)	214.4			497.7
Total current liabilities	908.6	980.1	(6.5)	973.6	(34.1)	(152.1)	1,696.0

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Long-term debt	618.3	79.1		79.1		1,552.2	2,249.6
Pensions and other benefits	198.2	87.4		87.4			285.6
Post-retirement and other benefits	20.9	13.7		13.7			34.6
Deferred income taxes	14.9	28.3	16.3	44.6	265.9		325.4
Other long-term liabilities	29.7	7.4	0.6	8.0			37.7
Commitments and contingencies		13.1		13.1			13.1
Equity:							
Diebold, Incorporated shareholders equity							
Preferred shares							
Common shares	99.6	37.0		37.0	(20.8)		115.8
Additional paid-in capital	431.8				333.1		764.9
Retained earnings	978.9	565.7	3.8	569.5	(569.5)	(7.5)	971.4
Treasury shares	(560.2)	(194.2)		(194.2)	194.2		(560.2)
Accumulated other comprehensive items, net	(316.8)	54.8		54.8	(54.8)		(316.8)
Total Diebold, Incorporated shareholders equity							
	633.3	463.3	3.8	467.1	(117.8)	(7.5)	975.1
Noncontrolling interests	25.1	4.3		4.3			29.4
Total equity	658.4	467.6	3.8	471.4	(117.8)	(7.5)	1,004.5
Total liabilities and equity	\$ 2,449.0	\$ 1,676.7	\$ 14.2	\$ 1,690.9	\$ 114.0	\$ 1,392.6	\$ 5,646.5

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Unaudited Pro Forma Condensed Combined Statements of Operations for the Year Ended December 31, 2014 (in millions, except per share data)

	Historical						
	Wincor Nixdorf Diebold (September 30, 2014)	Wincor Nixdorf U.S. GAAP Adjustments	Wincor Nixdorf U.S. GAAP	Wincor Nixdorf U.S. GAAP	Purchase Accounting Adjustments	Financing Adjustments	Pro Forma
Net sales							
Services	\$ 1,432.8	\$ 1,598.7	\$	\$ 1,598.7	\$ (1.8)	\$	\$ 3,029.7
Products	1,302.0	1,752.3		1,752.3	(0.2)		3,054.1
	2,734.8	3,351.0		3,351.0	(2.0)		6,083.8
Cost of sales							
Services	974.8	1,317.5		1,317.5	(0.7)		2,291.6
Products	1,033.8	1,295.6	1.7	1,297.3	79.9		2,411.0
	2,008.6	2,613.1	1.7	2,614.8	79.2		4,702.6
Gross profit	726.2	737.9	(1.7)	736.2	(81.2)		1,381.2
Selling and administrative expense	478.4	427.2	2.2	429.4	69.5		977.3
Research, development and engineering expense	93.6	133.5	0.4	133.9	(0.7)		226.8
Impairment of assets	2.1						2.1
Gain on sale of assets, net	(12.9)	(34.9)		(34.9)			(47.8)
	561.2	525.8	2.6	528.4	68.8		1,158.4
Operating profit (loss)	165.0	212.1	(4.3)	207.8	(150.0)		222.8
Other income (expense)							
Investment income	34.5	(1.7)		(1.7)			32.8
Interest expense	(31.4)	(11.8)	3.4	(8.4)		(96.8)	(136.6)
Foreign exchange (loss) gain, net	(11.8)						(11.8)
Miscellaneous. net	(1.6)						(1.6)
Income before taxes	154.7	198.6	(0.9)	197.7	(150.0)	(96.8)	105.6
Income tax expense	47.4	57.4	(0.2)	57.2	(43.4)	(28.1)	33.1
Net income (loss)	107.3	141.2	(0.7)	140.5	(106.6)	(68.7)	72.5
Net income (loss) attributable to noncontrolling interests	2.6	4.4		4.4			7.0

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Net income (loss) attributable to Diebold, Incorporated	\$ 104.7	\$ 136.8	\$ (0.7)	\$ 136.1	\$ (106.6)	\$ (68.7)	\$ 65.5
Weighted Average Common Shares Outstanding Basic	64.5				12.9		77.4
Weighted Average Common Shares Outstanding Diluted	65.2				12.9		78.1
Earnings per Share Basic	\$ 1.62						\$ 0.85
Earnings per Share Diluted	\$ 1.61						\$ 0.84

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Table of Contents**Unaudited Pro Forma Condensed Combined Statements of Operations for the Nine Months Ended September 30, 2015 (in millions, except per share data)**

	Historical						
	Diebold	Wincor	Wincor	Wincor	Purchase	Financing	Pro Forma
	(September 30, 2015)	(June 30, 2015) (IFRS)	U.S. GAAP Adjustments	(U.S. GAAP) Adjustments	Accounting Adjustments	Adjustments	
Net sales							
Services	\$ 1,040.9	\$ 1,075.2	\$	\$ 1,075.2	\$ (6.0)	\$	\$ 2,110.1
Products	768.0	977.4		977.4	(0.2)		1,745.2
	1,808.9	2,052.6		2,052.6	(6.2)		3,855.3
Cost of sales							
Services	699.4	898.7		898.7	(1.4)		1,596.7
Products	629.2	751.7	(5.3)	746.4	14.2		1,389.8
	1,328.6	1,650.4	(5.3)	1,645.1	12.8		2,986.5
Gross profit	480.3	402.2	5.3	407.5	(19.0)		868.8
Selling and administrative expense	363.2	273.6	2.0	275.6	50.4		689.2
Research, development and engineering expense	66.2	81.1	3.5	84.6	(0.4)		150.4
Impairment of assets	18.9						18.9
Gain on sale of assets, net	(1.4)						(1.4)
	446.9	354.7	5.5	360.2	50.0		857.1
Operating profit (loss)	33.4	47.5	(0.2)	47.3	(69.0)		11.7
Other income (expense)							
Investment income	20.6	(1.0)		(1.0)			19.6
Interest expense	(24.1)	(5.9)	1.2	(4.7)		(71.8)	(100.6)
Foreign exchange (loss) gain, net	(9.2)						(9.2)
Miscellaneous, net	(1.7)						(1.7)
Income before taxes	19.0	40.6	1.0	41.6	(69.0)	(71.8)	(80.2)
Income tax (benefit) expense	(9.7)	11.9	0.7	12.6	(20.1)	(20.8)	(38.0)
Net income (loss)	28.7	28.7	0.3	29.0	(48.9)	(51.0)	(42.2)
Net income (loss) attributable to noncontrolling interests	0.1	1.3		1.3			1.4
Net income (loss) attributable to Diebold, Incorporated	\$ 28.6	\$ 27.4	\$ 0.3	\$ 27.7	\$ (48.9)	\$ (51.0)	\$ (43.6)

Weighted Average Common Shares Outstanding Basic	64.9	12.9	77.8
Weighted Average Common Shares Outstanding Diluted	65.5	12.9	78.4
Earnings per Share Basic	\$ 0.44		\$ (0.56)
Earnings per Share Diluted	\$ 0.44		\$ (0.56)

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- B.9 Profit forecast and estimate.** Not applicable. No profit forecast or profit estimate is being presented by Diebold, Inc.
- B.10 Qualifications in the audit report on the historical financial information.** Not applicable. There are no qualifications.
- B.11 Insufficiency of the issuer's working capital for its present requirements.** Not applicable. Diebold is of the opinion that it is in a position to meet the payment obligations that become due within at least the next twelve months.

C Securities.

- C.1 Type and class of the securities being offered and admitted to trading.** Common registered shares with par value of \$1.25 (*Stammaktien mit Nennbetrag*) and carrying full dividend rights following the date of payment of the offer consideration (the **Diebold Common Shares**).

The shares of Diebold, Inc. to be transferred to the Wincor Nixdorf shareholders as part of the Offer Consideration will be new Diebold Common Shares, \$1.25 par value per share (the **Diebold Offer Shares**).

Security identification number.

ISIN/WKN/Common Code/Ticker Symbol for the Diebold Offer Shares:

International Securities Identification Number (ISIN): US2536511031

German Securities Identification Number (*Wertpapierkennnummer, WKN*): 856244

Common Code: 10307970

Trading Symbol: DBD (New York Stock Exchange (**NYSE**)); DLD (Frankfurt Stock Exchange)

- C.2 Currency.** US-Dollar (\$).
- C.3 The number of shares issued and fully paid and the par value per share.** 79,716,861 issued common shares with \$1.25 par value per share (*Stammaktien*). The share capital has been fully paid up.

C.4 A description of the rights attached to the securities.

Each Diebold common share carries one vote at Diebold's shareholder meetings. There are no restrictions on voting rights. The shares carry full dividend rights following the date of payment of the offer consideration, the Closing Date (as defined under E.3 below).

C.5 A description of any restrictions on the free transferability of the securities.

Not applicable. Diebold, Inc.'s shares are freely transferable in accordance with the legal requirements for registered shares. There are no prohibitions or restrictions on disposals with respect to the transferability of Diebold Common Shares.

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- C.6 Application for admission to trading on a regulated market and identity of regulated markets where the securities are to be traded.**
- Diebold will apply to list the Diebold Offer Shares issued to Wincor Nixdorf shareholders on the NYSE. In connection with the Offer (as defined under E.3), prior to the time of delivery of the Diebold Offer Shares to the Wincor Nixdorf shareholders under the Offer, Diebold will also apply to list all Diebold Common Shares on the regulated market segment (*Regulierter Markt*) of the Frankfurt Stock Exchange (*Frankfurter Wertpapierbörse*) with a concurrent listing in the subsegment of the regulated market with additional post-admission obligations (Prime Standard), such that the Diebold Offer Shares issued to Wincor Nixdorf shareholders will be fully fungible with the existing Diebold Common Shares, including with respect to dividend entitlements. Diebold will take all necessary actions to ensure that the Diebold Offer Shares that the accepting shareholders of Wincor Nixdorf will receive upon settlement of the Offer will have been admitted to trading (listed) on the Frankfurt Stock Exchange at the time of delivery to the shareholders of Wincor Nixdorf. If all conditions to the Offer have been satisfied by the end of the Additional Acceptance Period (as defined under E.3) and the Offer is consummated without undue delay thereafter, Diebold expects admission to trading on the Frankfurt Stock Exchange to occur on April 25, 2016 and commencement of trading on the NYSE and on the Frankfurt Stock Exchange on April 27, 2016. If the regulatory condition, which may remain outstanding until November 21, 2016, is not satisfied by the end of the Additional Acceptance Period (or waived until one working day prior to the end of the acceptance period) settlement of the Offer will be delayed until satisfaction of the regulatory condition; admission to, and commencement of, trading will be delayed accordingly.
- C.7 Dividend policy.**
- The holders of Diebold Common Shares are entitled to receive such dividends as Diebold's directors from time to time may declare out of funds legally available. Diebold paid dividends of \$56.5 million and \$56.2 million in the nine months ended September 30, 2015 and 2014, respectively. Quarterly dividends were \$0.2875 per share for both periods. Diebold paid dividends of \$74.9 million and \$74.0 million in the years ended December 31, 2014 and 2013, respectively. Annualized dividends per share were \$1.15 for the years ended December 31, 2014 and 2013.

Diebold intends to pay dividends at a lower per share rate, subject to market and other conditions, following the Closing Date (as defined under E.3 below).

D Risks

Before deciding to invest in Diebold Common Shares, prospective investors should carefully review and consider the following risks and the other information contained in this Prospectus. The market price of Diebold Common Shares could fall if any of these risks were to materialize, in which case investors could lose some or all of their investment. The following risks,

alone or together with additional risks and uncertainties not currently known to Diebold, or that Diebold might currently deem immaterial, could materially adversely affect Diebold's business, net assets, financial condition, cash flow and results of operations.

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The order in which the risks are presented is not an indication of the likelihood of the risks actually materializing or the significance or degree of the risks or the scope of any potential harm to Diebold's business, net assets, financial condition, cash flow or results of operations. The risks mentioned herein may materialize individually or cumulatively.

D.1 Key risks specific to the issuer and its industry.

Risks Relating to Diebold's Market Environment

Demand for and supply of our services and products may be adversely affected by numerous factors, some of which we cannot predict or control. This could adversely affect our operating results.

Increased energy and raw material costs could reduce our income.

Our business may be affected by general economic conditions, cyclicity and uncertainty and could be adversely affected during economic downturns.

Risks Relating to the Business Combination; the Offer

Because the market prices of Diebold Common Shares will fluctuate, Wincor Nixdorf shareholders cannot be sure of the value of the Diebold Common Shares they may receive in the Offer. Participation in the Offer may constitute a taxable event for Wincor Nixdorf shareholders.

The Offer is subject to conditions and the Business Combination Agreement may be terminated in accordance with its terms and the Business Combination may not be completed.

Diebold must obtain governmental and regulatory approvals to consummate the Offer, which, if delayed or not granted, may delay or jeopardize the Offer and the Business Combination.

If, following the consummation of the Offer, some Wincor Nixdorf ordinary shares remain outstanding, then the liquidity and market value of those shares could be materially adversely affected, and the Wincor Nixdorf ordinary shares could be removed from certain stock indexes.

Certain of the directors, board members and executive officers of Diebold and Wincor Nixdorf may have interests in the Business Combination that are different from, or in addition to, those of Wincor Nixdorf shareholders generally.

Any future sales of the Wincor Nixdorf ordinary shares by a major shareholder of Wincor Nixdorf could depress the market price of the Wincor Nixdorf ordinary shares.

The announcement and pendency of the Business Combination, during which Diebold and Wincor Nixdorf are subject to certain operating restrictions, could have an adverse effect on Wincor Nixdorf's and Diebold's businesses and cash flows, financial condition and results of operations.

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Negative publicity related to the Business Combination may materially adversely affect Diebold and Wincor Nixdorf.

The share prices of Diebold and Wincor Nixdorf may be adversely affected if the Offer or the Business Combination is not completed.

Risks Relating to the Combined Company Following the Business Combination

A combined Diebold and Wincor Nixdorf may fail to realize the anticipated strategic and financial benefits sought from the Business Combination.

Diebold may be unable to integrate Wincor Nixdorf successfully.

Combining the businesses of Diebold and Wincor Nixdorf may be more difficult, costly or time-consuming than expected, which may adversely affect the combined company's results and negatively affect the value of Diebold Common Shares following the Business Combination.

A combined Diebold and Wincor Nixdorf may experience negative synergies and loss of customers.

Wincor Nixdorf may experience negative reactions to the Business Combination from its customers, suppliers and employees for not pursuing other business opportunities.

The unaudited pro forma condensed combined financial information contained in this prospectus is presented for illustrative purposes only and should not be considered to be an indication of Diebold's results of operations or financial condition following the completion of the Business Combination. The actual results of operations and financial condition of Diebold following the completion of the Business Combination may not be consistent with, or evident from, this pro forma financial information, and any differences may be material, which may cause significant variations in the price for the common shares of Diebold following the Business Combination.

The combined company may be unable to retain Wincor Nixdorf and/or Diebold personnel successfully after the Business Combination is completed.

Diebold and Wincor Nixdorf will incur significant transaction fees and costs in connection with the Business Combination, some of which are payable regardless of whether the Business Combination is completed.

Risk Factors Relating to Diebold's Business

We may be unable to achieve, or may be delayed in achieving, our cost-cutting initiatives, and this may adversely affect our operating results and cash flow.

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We face competition that could adversely affect our sales and financial condition.

Additional tax expense or additional tax exposures could affect our future profitability.

In international markets, we compete with local service providers that may have competitive advantages.

Because our operations are conducted worldwide, they are affected by risks of doing business abroad.

We may be exposed to liabilities under the Foreign Corrupt Practices Act, which could have a material adverse effect on our business.

We may expand operations into international markets in which we may have limited experience or rely on business partners.

Diebold may be unable to successfully and effectively manage acquisitions, divestitures and other significant transactions, which could harm Diebold's operating results, business and prospects.

We have a significant amount of long-term assets, including goodwill and other intangible assets, and any future impairment charges could adversely impact our results of operations.

System security risks and systems integration issues could disrupt our internal operations or services provided to customers, and any such disruption could adversely affect revenue, increase costs, and harm our reputation and stock price.

An inability to attract, retain and motivate key employees could harm current and future operations.

We may not be able to generate sufficient cash flows to fund our operations and make adequate capital investments, or to pay dividends.

New service and product developments may be unsuccessful.

Our ability to maintain effective internal control over financial reporting may be insufficient to allow us to accurately report our financial results or prevent fraud, and this could cause our financial statements to become materially misleading and adversely affect the trading price of our common shares.

Low investment performance by our domestic pension plan assets may result in an increase to our net pension liability and expense, which may require us to fund a portion of our pension obligations and divert funds from other potential uses.

Our businesses are subject to inherent risks, some for which we maintain third-party insurance and some for which we self-insure. We may incur losses and be subject to liability claims that could have a material adverse effect on our financial condition, results of operations or cash flows.

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Our assumptions used to determine our self-insurance liability could be wrong and materially impact our business.

Risks Relating to Financing of the Business Combination

Diebold will incur a substantial amount of indebtedness to acquire the Wincor Nixdorf ordinary shares pursuant to the Offer and, as a result, will be highly leveraged. Diebold's failure to meet its debt service obligations could have a material adverse effect on Diebold's business, financial condition and results of operations.

We may not be able to generate sufficient cash to service all of our indebtedness and may be forced to take other actions to satisfy our obligations under our indebtedness, which may not be successful.

The terms of Diebold's indebtedness restrict its current and future operations, particularly its ability to respond to changes or to take certain actions.

Our variable rate indebtedness subjects us to interest rate risk, which could cause our debt service obligations to increase significantly.

Diebold will incur substantial additional indebtedness in connection with the Business Combination, may not be able to refinance the Bridge Credit Agreement (as defined under E.4) on favorable terms, if drawn upon, and may not be able to meet all of its debt obligations.

All of our debt obligations, and any future indebtedness we may incur, will have priority over Diebold's common shares with respect to payment in the event of a liquidation, dissolution or winding-up.

The consummation of the Offer may result in ratings organizations and/or securities analysts taking actions, which may adversely affect Diebold's business, financial condition and operating results, as well as the market price of Diebold Common Shares.

Regulatory and Legal Risks Pertaining to Diebold

An adverse determination that our services, products or manufacturing processes infringe the intellectual property rights of others, an adverse determination that a competitor has infringed our intellectual property rights or our failure to enforce our intellectual property rights could have a materially adverse effect on our business, operating results or financial condition.

Changes in laws or regulations or the manner of their interpretation or enforcement could adversely impact our financial performance and restrict our ability to operate our business or execute our strategies.

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Any actions or other governmental investigations or proceedings related to or arising from the matters that resulted in our previous settlements could result in substantial costs to defend enforcement or other related actions that could have a materially adverse effect on our business, operating results or financial condition.

Risks Relating to Wincor Nixdorf's Businesses

Wincor Nixdorf's business, financial condition and results of operations may be negatively affected by the uncertainties of global economic, credit and political conditions.

Competition in the industries that Wincor Nixdorf targets is intense, and any failure to compete effectively would have an adverse effect on Wincor Nixdorf's business.

Wincor Nixdorf's ability to anticipate and respond to changing industry trends and the needs and preferences of its customers may affect Wincor Nixdorf's competitiveness or demand for its products, which may adversely affect Wincor Nixdorf's operating results.

Any failure to retain major existing customers or to obtain new customers on favorable terms could adversely affect Wincor Nixdorf's results of operations and financial condition.

Wincor Nixdorf's net sales and operating results may fluctuate.

Wincor Nixdorf's operating results could be negatively impacted if it is unsuccessful in transforming its business model.

If Wincor Nixdorf does not control its operating expenses, it will not be able to compete effectively in its industry.

Defects, errors, installation difficulties or development delays could expose Wincor Nixdorf to potential liability, harm its reputation and negatively impact its business.

Wincor Nixdorf's multinational operations, including its business operations in emerging markets, expose Wincor Nixdorf to business and legal risks.

Wincor Nixdorf may expand operations into international markets in which it may have limited experience or rely on business partners.

Wincor Nixdorf's new products and product enhancements may not be successful, could increase Wincor Nixdorf's costs and could reduce customer demand.

Wincor Nixdorf's historical and ongoing manufacturing activities subject Wincor Nixdorf to environmental exposures and other potential liabilities.

Wincor Nixdorf is highly dependent upon sales to certain industries.

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Consolidation in the banking and financial services industry could adversely affect Wincor Nixdorf's revenues by eliminating existing or potential customers and making Wincor Nixdorf more dependent on a more limited number of customers.

Wincor Nixdorf is exposed to the risk of currency and interest rate fluctuations.

Wincor Nixdorf will be significantly harmed unless it can obtain patent protection for its products or otherwise protect its intellectual property.

Wincor Nixdorf may be subject to claims alleging patent infringement.

Wincor Nixdorf may incur substantial costs enforcing or acquiring intellectual property rights and defending against third-party claims as a result of litigation or other proceedings.

Obtaining and maintaining patent protection depends on compliance with various procedural, documentary, fee payment and other requirements imposed by governmental patent agencies, and Wincor Nixdorf's patent protection could be reduced or eliminated for non-compliance with these requirements.

The use of open source software could adversely affect Wincor Nixdorf's ability to sell its services and subject it to possible litigation

If Wincor Nixdorf cannot attract and retain quality employees, it will not be able to meet its business objectives.

If Wincor Nixdorf is unable to attract and retain highly-skilled IT professionals, it may not be able to maintain client relationships and grow effectively, which may adversely affect Wincor Nixdorf's business, results of operations and financial condition.

Increased energy and raw material costs could reduce Wincor Nixdorf's operating profit.

If Wincor Nixdorf does not invest in and maintain reliable technology infrastructure and information systems, its ability to effectively manage its business could be negatively impacted.

Cybersecurity and data privacy issues could negatively impact Wincor Nixdorf's business.

Wincor Nixdorf may face the interruption of its supply chain, including the inability of third parties to deliver parts, components and services on time, and Wincor Nixdorf may be subject to rising raw material prices.

Wincor Nixdorf faces uncertainties with regard to regulations, lawsuits and other related matters.

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Wincor Nixdorf is subject to extensive export control and sanctions regulations due to its worldwide operations.

Wincor Nixdorf's sales in emerging markets involve numerous additional risks.

Current and future investigations regarding allegations of public corruption, antitrust violations and other illegal acts could have a material adverse effect on Wincor Nixdorf's business, financial condition and results of operations and on its reputation.

Wincor Nixdorf's business, financial condition and results of operations could suffer as a result of current or future litigation.

Examinations by tax authorities and changes in tax regulations could adversely affect Wincor Nixdorf's business, financial condition and results of operations.

Wincor Nixdorf's insurance may not be sufficient to cover all of its potential liabilities.

D.3 Key risks specific to the securities.

Risks Relating to Investing and Ownership of Diebold Common Shares

Wincor Nixdorf shareholders and Diebold shareholders will have a reduced ownership and voting interest after the Business Combination and will exercise less influence over management.

The market price for Diebold Common Shares will be affected by factors different from those that historically have affected Wincor Nixdorf ordinary shares.

There is no assurance that Diebold will continue to pay dividends following the Business Combination.

Our maintenance of two exchange listings may adversely affect liquidity in the market for Diebold Common Shares and could result in pricing differentials of Diebold Common Shares between the two exchanges. Index funds may sell Diebold Common Shares which they receive in the Offer.

The rights and responsibilities of the shareholders of Diebold will be governed by Ohio law and Diebold's articles of incorporation and code of regulations, which will differ in some respects from the rights and responsibilities of shareholders under German law and the current organizational documents of Wincor Nixdorf.

Table of Contents**E Offer**

- E.1 The total net proceeds.** Diebold will not receive any proceeds from the Offer.
- Estimate of the total expenses of the Takeover Offer and listing, including estimated expenses charged to the investor by the issuer.** Diebold expects the total costs that it will incur in connection with the Offer to be approximately \$216.6 million.
- Wincor Nixdorf shareholders who hold their Wincor Nixdorf ordinary shares in German custody accounts will not incur any fees and expenses in connection with tendering their Wincor Nixdorf ordinary shares in the Offer (except for the costs of transmitting the declaration of acceptance to their custodian bank). For this purpose, Diebold pays a customary commission to the custodian banks. However, additional costs and expenses may be charged by custodian banks or foreign investment service providers or otherwise incurred outside the Federal Republic of Germany, which must be borne by the relevant Wincor Nixdorf shareholders.
- E.2a Reasons for the Takeover Offering.** Diebold intends to acquire control over Wincor Nixdorf Aktiengesellschaft and, following consummation of the offer, to pursue a post-completion reorganization to effect a business combination of Wincor Nixdorf and Diebold and to acquire any outstanding Wincor Nixdorf ordinary shares not tendered in the offer. Whether Diebold pursues a post-completion reorganization transaction following consummation of the offer and the type of such transaction will depend on the percentage of Wincor Nixdorf ordinary shares acquired in the offer and, to the extent legally permissible, in the open market.
- Use of proceeds, estimated net amount of the proceeds.** The Diebold Offer Shares will be delivered to Wincor Nixdorf shareholders who have validly tendered and not properly withdrawn their Wincor Nixdorf ordinary shares in the offer in exchange for the offer consideration, and Diebold will not receive any proceeds from the offer.
- E.3 Offer conditions.** The subject matter of this offer is the offer by Diebold, Inc. to all Wincor Nixdorf shareholders to acquire all Wincor Nixdorf ordinary bearer shares, without par value (*nennwertlose, auf den Inhaber lautende Stammaktien*) (ISIN DE000A0CAYB2) (**Wincor Nixdorf Ordinary Shares**), with all ancillary rights existing at the Closing Date (as defined under *Settlement* below). As consideration, Diebold offers 38.98 in cash and 0.434 Diebold Offer Shares, upon the terms and subject to the conditions of the Takeover Offer, for each issued and outstanding Wincor Nixdorf Ordinary Share (the **Offer** or **Exchange Offer**).

Important Notices

The Offer is subject to a number of conditions. The conditions to the Offer must be satisfied or, where permissible, waived prior to the end of the acceptance period, except for the regulatory condition, which may remain outstanding after the end of the acceptance period. The regulatory condition must be satisfied on or prior to November 21, 2016 or waived at least one working day prior to the end of the Acceptance Period (as defined below). If the conditions have not been satisfied, or, where permissible, waived, the Offer will not be completed and Wincor Nixdorf shareholders who have transferred Wincor Nixdorf Ordinary Shares in the Offer will have their shares re-booked to their accounts.

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Each Wincor Nixdorf shareholder by accepting the Offer, unless such acceptance is properly withdrawn prior to the end of the acceptance period, authorizes Deutsche Bank Aktiengesellschaft, Taunusanlage 12, 60325 Frankfurt am Main, Deutschland (the settlement agent) to transfer the Diebold Offer Shares such Wincor Nixdorf shareholder is entitled to receive in the Offer to such shareholder's account in exchange for Wincor Nixdorf Ordinary Shares tendered by such Wincor Nixdorf shareholder in the Offer.

Diebold will not issue fractional Diebold Offer Shares pursuant to the Offer. To the extent that holders of Wincor Nixdorf Ordinary Shares are entitled to fractional shares, those fractional entitlements will be aggregated and sold in the market and the proceeds of such sale distributed pro rata to the holders of Wincor Nixdorf Ordinary Shares entitled thereto no later than ten business days after the Closing Date in compliance with the German Takeover Act and customary banking practice in Germany. Because market prices of Diebold Common Shares will fluctuate, cash proceeds received by Wincor Nixdorf shareholders in respect of their fractional shares may be different than an amount calculated based on the market price of a Diebold common share on the Closing Date.

Conditions

The Offer and the consummation of the agreements that come into existence as a result of accepting the Offer are subject to the satisfaction or waiver, where permissible, of certain conditions. These conditions include, in particular, that, at the time of the expiration of the Acceptance Period (as defined below), the number of Wincor Nixdorf Ordinary Shares that have been validly tendered in the Offer and not properly withdrawn equals at least 22,362,159 Wincor Nixdorf Ordinary Shares (approximately 67.6 percent of all Wincor Nixdorf Ordinary Shares existing at the time of approval of the Offer Document by the German Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht*) **BaFin**).

Acceptance Period

The acceptance period for the Offer (**Acceptance Period**) will begin upon publication of the Offer Document on February 5, 2016 and expires **at 12:00**

midnight, at the end of March 22, 2016 (Central European Time).

The Acceptance Period may be extended.

Additional Acceptance Period

Following the expiration of the Acceptance Period, and if all conditions to the Offer (other than the regulatory condition, which may remain outstanding after the expiration of the Acceptance Period) have been satisfied or, where applicable, waived, the German Takeover Act (*Wertpapiererwerbs-und Übernahmegesetz*) provides an additional acceptance period of two weeks (the **Additional Acceptance Period**).

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The Additional Acceptance Period will be an additional two-week period of time beginning on the day after the publication of the results of the Acceptance Period during which shareholders may tender, but not withdraw, their Wincor Nixdorf Ordinary Shares. Provided that the Acceptance Period is not extended, the Additional Acceptance Period is expected to begin on March 30, 2016 and to expire at 12:00 midnight, at the end of April 12, 2016 (Central European Summer Time). Wincor Nixdorf shareholders who validly tender during the Additional Acceptance Period will receive the offer consideration on the Closing Date (as defined under *Settlement* below).

Acceptance of the Offer

The acceptance of the Offer must be declared in writing to the relevant custodian bank of the Wincor Nixdorf shareholder within the Acceptance Period or the Additional Acceptance Period. The acceptance will become valid with the timely transfer of tendered Wincor Nixdorf Ordinary Shares within the Acceptance Period or the Additional Acceptance Period, as applicable, to ISIN DE000A169QN2 (WKN A16 9QN) at Clearstream. If the respective custodian bank is notified of the acceptance within the Acceptance Period or the Additional Acceptance Period, the transfer of Wincor Nixdorf Ordinary Shares will be deemed to have been timely effected if it has been effected at the latest by 6:00 p.m. (Central European Time) on the second business day after the expiration of the Acceptance Period or by 6:00 p.m. (Central European Summer Time) on the second business day after the expiration of the Additional Acceptance Period, as applicable.

Withdrawal Rights

At any time during the Acceptance Period, Wincor Nixdorf shareholders may withdraw their Wincor Nixdorf Ordinary Shares. Following the expiration of the Acceptance Period, withdrawal rights will cease, and any Wincor Nixdorf Ordinary Shares tendered into the Offer cannot be withdrawn. If the Acceptance Period is extended, Wincor Nixdorf shareholders may withdraw their tendered Wincor Nixdorf Ordinary Shares until the end of the Acceptance Period as extended pursuant to Sections 21(4) and 22(3) of the German Takeover Act (*Wertpapiererwerbs- und Übernahmegesetz*). The Additional Acceptance Period, if any, is not an extension of the Acceptance Period. There will be no withdrawal rights during any Additional Acceptance Period or, if applicable, a put right period.

Settlement

The payment of \$38.98 in cash and the delivery of the Diebold Offer Shares issued pursuant to the Offer per tendered Wincor Nixdorf Ordinary Share will occur without undue delay no later than seven business days following the later of (i) the publication of the results of the Additional Acceptance Period or (ii) the satisfaction of the regulatory condition (the **Closing Date**). Pursuant to the offer document, the regulatory condition may remain outstanding until November 21, 2016. If the regulatory condition is not satisfied on or prior to November 21, 2016 (or waived at least one working

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day prior to the end of the Acceptance Period), the Offer will terminate and settlement will not occur. Payment of the offer consideration may be made on a date that is significantly later than the end of the acceptance period (after which withdrawal rights will cease) or the expiration of the Additional Acceptance Period, or may not occur. If the Offer is not completed, shareholders who have tendered their Wincor Nixdorf Ordinary Shares in the Offer will have their shares rebooked to their accounts.

Stabilization Measures, Over-Allotment and Greenshoe option

Not applicable. This Prospectus relates to a takeover offer in the form of a combined cash and exchange offer. This is not accompanied by stabilization measures, over-allotments, greenshoe options or other usual measures in connection with securities offerings.

E.4 A description of any interest that is material to the issue/offer including conflicting interests.

On November 23, 2015, Diebold entered into a (i) bridge credit agreement among, *inter alios*, J.P. Morgan Securities LLC and Credit Suisse Securities (USA) LLC as joint lead arrangers and joint bookrunners, JPMorgan Chase Bank, N.A. as administrative agent and a lender, Credit Suisse AG, Cayman Islands Branch as syndication agent and a lender and Diebold as borrower (the **Bridge Credit Agreement**), and (ii) bank credit agreement among, *inter alios*, J.P. Morgan Securities LLC and Credit Suisse Securities (USA) LLC as joint lead arrangers and joint bookrunners, JPMorgan Chase Bank, N.A. as administrative agent and a lender, Credit Suisse AG, Cayman Islands Branch as syndication agent and a lender and Diebold as borrower. J.P. Morgan Securities LLC, Credit Suisse Securities (USA) LLC, JPMorgan Chase Bank, N.A. and Credit Suisse AG, Cayman Islands Branch have a potential interest in the Offer because the fees under these agreements, in whole or in part, depend on the success of the Offer. In addition, Credit Suisse Securities (USA) LLC and J.P. Morgan Securities LLC are providing certain investment banking and related services in connection with the Offer. Under all these arrangements, Diebold will pay customary fees for such services, which fees, in whole or in part, depend on the success of the Offer. Therefore, the parties have an interest in the success of the Offer.

E.5 Name of the person or entity offering the security.

The entity offering the Diebold Offer Shares is Diebold, Incorporated, 5995 Mayfair Road, P.O. Box 3077, North Canton, Ohio, United States, registered with the commercial register of the Ohio Secretary of State under entity number 1276.

Lock-up agreement: the parties involved; and indication of the period of the lock-up.

Not applicable. There are no lock-up agreements at the date of publication in regards to issued shares in Diebold, Inc.

E.6 Amount and percentage of immediate dilution resulting from the offering.

The Offer includes the issuance of Diebold Offer Shares. Prior to the completion of the Offer, Diebold, Inc.'s net book value per share attributable to its shareholders was \$6.18 as of September 30, 2015 (based on 65.0 million issued Diebold Common Shares, excluding treasury shares). The net book value per Wincor Nixdorf Share on June 30, 2015 attributable to its

shareholders was \$15.49 per share (based on 29.8 million issued Wincor Nixdorf Ordinary Shares, excluding treasury shares). The net book value per share attributable to its shareholders is calculated as

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follows: total assets less total liabilities and non-controlling interests as of the reference date, divided by the number of shares issued as of the reference date.

It is assumed that all Wincor Nixdorf shareholders accept the offer consideration for their 29.8 million Wincor Nixdorf Ordinary Shares (disregarding 3.3 million treasury shares held by Wincor Nixdorf for which Wincor Nixdorf has agreed not to accept the Offer) and that the total price of these 29.8 million Wincor Nixdorf Ordinary Shares amounts to \$1,731.1 million (converted from euros at \$1.1162 to 1, based on the noon buying rate as of September 30, 2015). This is based on \$433.9 million from the issuance of approximately 12.9 million Diebold Common Shares at a price of \$33.53 per share, which corresponds to the volume-weighted average market price of Diebold's common shares on the NYSE during the last three months prior to the publication of the decision to launch the Offer on November 23, 2015, *i.e.*, the period from August 23, 2015 to and including November 22, 2015, and an additional cash payment in the aggregate amount of \$1,297.2 million (converted from euros at \$1.1162 to 1, based on the noon buying rate as of September 30, 2015). No additional capital increase by Wincor Nixdorf is assumed. It is also assumed that the estimated transaction and issuance costs of \$216.6 million and incremental interest expense of \$86.9 million will be deducted from the book value after the completion of the Offer.

As a result of the completion of the Offer the proportionate book value of equity attributable to the shareholders (net book value) of Diebold, Inc. increases from \$401.4 million as of September 30, 2015 by \$130.4 million to \$531.8 million after the completion of the Offer and the number of issued Diebold Common Shares increased from 65.0 million as of September 30, 2015 to 77.9 million shares after the completion of the Offer, in each case excluding treasury shares. The proportionate equity book value attributable to the shareholders (net book value) per share of Diebold, Inc. increases from \$6.18 as of September 30, 2015 by \$0.65 to \$6.83 after the completion of the Offer. This corresponds to an increase in the carrying amount of the net asset value per share of Diebold, Inc. of 10.5 percent for the current holders of shares of Diebold, Inc.

There is no value-based dilution for Wincor Nixdorf shareholders because the net book value of Wincor Nixdorf Ordinary Shares will not be affected by the exchange of Wincor Nixdorf Ordinary Shares for the offer consideration at the level of Wincor Nixdorf shareholders.

E.7 Estimated expenses charged to the investor by the issuer. Not applicable. Investors will not be charged expenses by Diebold, Inc.

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1. RISK FACTORS

*Wincor Nixdorf shareholders should read carefully this prospectus. Wincor Nixdorf shareholders should read and consider all of the risk factors set forth below, including those specific to Diebold's business that will affect Diebold following the business combination (the **Business Combination**). These risk factors should be considered in connection with evaluating the forward-looking statements contained in the section of this prospectus titled **2.7 Forward-Looking Statements** because they could cause actual results to differ materially from those expressed in any forward-looking statement. If any of the risks described below actually occur, the respective businesses, financial results, financial conditions, operating results or share prices of Diebold, Incorporated (**Diebold, Inc.** and together with its consolidated subsidiaries, **Diebold** or **we**, **us**, **our**) or Wincor Nixdorf Aktiengesellschaft (**Wincor Nixdorf AG** and together with its consolidated subsidiaries, **Wincor Nixdorf**) could be materially adversely affected. Wincor Nixdorf shareholders should also carefully consider the following factors:*

1.1 Risks Relating to Diebold's Market Environment

1.1.1 Demand for and supply of our services and products may be adversely affected by numerous factors, some of which we cannot predict or control. This could adversely affect our operating results.

Numerous factors may affect the demand for and supply of our services and products, including:

changes in the market acceptance of our services and products;

customer and competitor consolidation;

changes in customer preferences;

declines in general economic conditions;

changes in environmental regulations that would limit our ability to service and sell products in specific markets;

macro-economic factors affecting banks, credit unions and other financial institutions may lead to cost-cutting efforts by customers, which could cause us to lose current or potential customers or achieve less revenue per customer; and

availability of purchased products.

If any of these factors occur, the demand for and supply of our services and products could suffer, which could adversely affect our results of operations.

1.1.2 Increased energy and raw material costs could reduce our income.

Energy prices, particularly petroleum prices, are cost drivers for our business. In recent years, the price of petroleum has been highly volatile, particularly due to the unstable political conditions in the Middle East and increasing international demand from emerging markets. Price increases in fuel and electricity costs, such as those increases that may occur from climate change legislation or other environmental mandates, may continue to increase our cost of operations. Any increase in the costs of energy would also increase our transportation costs.

The primary raw materials in our financial self-service (**FSS**), security, election and lottery systems product solutions are steel, plastics, and electronic parts and components. The majority of our raw materials are purchased from various local, regional and global suppliers pursuant to supply contracts. However, the price of these materials can fluctuate under these contracts in tandem with the pricing of raw materials.

Although we attempt to pass on higher energy and raw material costs to our customers, it is often not possible given the competitive markets in which we operate.

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1.1.3 Our business may be affected by general economic conditions, cyclical and uncertainty and could be adversely affected during economic downturns.

Demand for our services and products is affected by general economic conditions and the business conditions of the industries in which we sell our services and products. The business of most of our customers, particularly our financial institution customers, is, to varying degrees, cyclical and has historically experienced periodic downturns. Under difficult economic conditions, customers may seek to reduce discretionary spending by forgoing purchases of our services and products. This risk is magnified for capital goods purchases such as automated teller machines (**ATMs**) and physical security products. In addition, downturns in our customers' industries, even during periods of strong general economic conditions, could adversely affect the demand for our services and products, and our sales and operating results.

In particular, continuing economic difficulties in the global markets have led to an economic recession in many of the markets in which we operate. As a result of these difficulties and other factors, including new or increased regulatory burdens, financial institutions have failed and may continue to fail, resulting in a loss of current or potential customers, or deferred or canceled orders, including orders previously placed. Any customer deferrals or cancellations could materially affect our sales and operating results.

Additionally, the unstable political conditions in the Middle East or the sovereign debt concerns of certain countries could lead to further financial, economic and political instability, and this could lead to an additional deterioration in general economic conditions.

1.2 Risks Relating to the Business Combination; the Offer
1.2.1 Because the market prices of Diebold common shares will fluctuate, Wincor Nixdorf shareholders cannot be sure of the value of the Diebold common shares they may receive in the offer. Participation in the offer may constitute a taxable event for Wincor Nixdorf shareholders.

Upon consummation of the voluntary takeover offer pursuant to the German Takeover Act (*Wertpapiererwerbs- und Übernahmegesetz*) by Diebold, Inc. to the shareholders of Wincor Nixdorf Aktiengesellschaft (the **Offer** or **Exchange Offer**) on the date of payment of the offer consideration (the **Closing Date**), each Wincor Nixdorf shareholder will receive the offer consideration for each Wincor Nixdorf ordinary share tendered and not properly withdrawn pursuant to the Offer. The offer consideration will include a stock component of 0.434 Diebold common shares for each Wincor Nixdorf ordinary share. Accordingly, because the number of Diebold common shares being offered as consideration will not vary, and despite the fact that the Offer is subject to a no market material adverse change condition, the Offer may be completed even if the market price of the registered common shares of Diebold, Incorporated, USD 1.25 par value per share and full dividend rights (the **Diebold Common Shares**) and of the no-par value ordinary bearer shares of Wincor Nixdorf Aktiengesellschaft (ISIN DE000A0CAYB2) (the **Wincor Nixdorf Ordinary Shares**) at the time you tender your Wincor Nixdorf Ordinary Shares varies significantly from their market price on the date of the business combination agreement among Diebold and Wincor Nixdorf, *i.e.* November 23, 2015 (the **Business Combination Agreement**). Share price changes may result from a variety of factors that are beyond our control, including general market and economic conditions, changes in business prospects, catastrophic events, both natural and man-made, and regulatory considerations. In addition, the ongoing businesses of Diebold and Wincor Nixdorf may be adversely affected by actions taken by Diebold or Wincor Nixdorf in connection with the Offer, including payment by the companies of certain costs relating to the Offer, including certain legal, accounting, financing, and financial and other advisory fees.

Because the Offer will not be completed until certain conditions have been satisfied or, where permissible, waived, a period of time, which may be significant, may pass between the commencement of the Offer and the time that Diebold accepts Wincor Nixdorf Ordinary Shares for exchange. Therefore, at the time when you tender your Wincor Nixdorf Ordinary Shares pursuant to the Offer, you will not know the exact

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market value of the Diebold Common Shares that you may receive at the Closing Date if Diebold accepts such Wincor Nixdorf Ordinary Shares for exchange. Tendered Wincor Nixdorf Ordinary Shares may be withdrawn at any time prior to the end of the acceptance period of the Offer. There will be no withdrawal rights during any additional acceptance period.

To the extent that holders of Wincor Nixdorf Ordinary Shares are entitled to fractional shares, those fractional entitlements will be aggregated and sold in the market and the proceeds of such sale distributed pro rata to the holders of Wincor Nixdorf Ordinary Shares entitled thereto no later than ten business days after the Closing Date in compliance with the German Takeover Act (*Wertpapiererwerbs- und Übernahmegesetz*) and customary banking practice in Germany. Because market prices of Diebold Common Shares will fluctuate, cash proceeds received by Wincor Nixdorf shareholders in respect of their fractional shares may be different than an amount calculated based on the market price of a Diebold Common Share on the Closing Date.

In addition, participation in the Exchange Offer may constitute a taxable event for tendering Wincor Nixdorf shareholders in the jurisdictions in which they are tax residents. Therefore, shareholders of Wincor Nixdorf are advised to take into account the structure of the mixed consideration consisting of cash and shares and their individual tax position when evaluating the attractiveness of the Exchange Offer.

Wincor Nixdorf shareholders are urged to obtain current market quotations for Wincor Nixdorf Ordinary Shares and Diebold Common Shares and to consult with their tax advisors when they consider whether to tender their Wincor Nixdorf Ordinary Shares pursuant to the Offer.

1.2.2 The Offer is subject to conditions and the Business Combination Agreement may be terminated in accordance with its terms and the Business Combination may not be completed.

The Offer is subject to conditions, including the minimum tender condition, the regulatory condition, the no market material adverse change condition, and the no Wincor Nixdorf material adverse change condition. No assurance can be given that all of the conditions to the Offer will be satisfied or, if they are, as to the timing of such satisfaction. If the conditions to the Offer are not satisfied, the Offer will terminate and settlement will not occur. If the Offer is not completed due to certain circumstances specified in the Business Combination Agreement, Diebold may be required to pay Wincor Nixdorf a termination fee of up to 50.0 million, depending on the circumstances.

In addition, the Business Combination Agreement may be terminated by either party under certain circumstances, including if Wincor Nixdorf's management and/or supervisory board no longer support the Offer to pursue a superior proposal.

1.2.3 Diebold must obtain governmental and regulatory approvals to consummate the Offer, which, if delayed or not granted, may delay or jeopardize the Offer and the Business Combination.

The approval of the Business Combination under merger control or competition law regimes in any jurisdictions where the parties to the Business Combination Agreement have mutually determined merger control or competition law filings and/or notices to be necessary must have been obtained or any statutory waiting period (including any extension thereof) applicable to the Business Combination must have expired with the result that the Business Combination may be completed without the approval by any relevant antitrust authority.

The governmental and regulatory agencies from which Diebold will seek these approvals have broad discretion in administering the applicable governing regulations. As a condition to their approval of the transactions contemplated by the Business Combination Agreement, those agencies may impose requirements, limitations or costs or require divestitures or place restrictions on the conduct of Diebold's business. No assurance can be given that the required approvals will be obtained or that the required conditions to the Offer will be satisfied, and, if all required approvals are obtained and the conditions to the

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consummation of the Offer are satisfied, no assurance can be given as to the terms, conditions and timing of the approvals. The Offer is subject to a regulatory condition that certain approvals are obtained. The regulatory condition must be satisfied on or prior to November 21, 2016 or waived at least one working day prior to the end of the acceptance period. If the regulatory condition is not satisfied on or prior to November 21, 2016 (or waived at least one working day prior to the end of the acceptance period), the Offer will terminate and will not be consummated.

Any delay in the completion of the Business Combination for regulatory reasons could diminish the anticipated benefits of the Business Combination or result in additional transaction costs. Any uncertainty over the ability to complete the Business Combination could make it more difficult for Diebold or Wincor Nixdorf to maintain or to pursue particular business strategies. Conditions imposed by regulatory agencies in connection with their approval of the Business Combination may restrict our ability to modify the operations of our business in response to changing circumstances for a period of time after the closing of the Offer or our ability to expend cash for other uses or otherwise have an adverse effect on the anticipated benefits of the Business Combination, thereby adversely impacting the business, financial condition or results of operations of the combined company.

1.2.4 If, following the consummation of the Offer, some Wincor Nixdorf Ordinary Shares remain outstanding, then the liquidity and market value of those shares could be materially adversely affected, and the Wincor Nixdorf Ordinary Shares could be removed from certain stock indexes.

If the Offer is consummated, but not all the outstanding shares of Wincor Nixdorf have been tendered, then the free float in Wincor Nixdorf Ordinary Shares will be significantly lower than the current free float in Wincor Nixdorf Ordinary Shares, thereby reducing the liquidity of the remaining Wincor Nixdorf Ordinary Shares. Reduced liquidity could make it more difficult for the remaining Wincor Nixdorf shareholders to sell their shares and could materially adversely affect the market value of those remaining shares. A lower level of liquidity in the trading in Wincor Nixdorf Ordinary Shares could result in greater price fluctuations of Wincor Nixdorf Ordinary Shares than in the past. The value of Wincor Nixdorf Ordinary Shares implied by the Offer does not guarantee that the value of Wincor Nixdorf Ordinary Shares not held by Diebold following the Offer will remain at that level or exceed that value in the future. The share price may vary materially in the future.

The Wincor Nixdorf Ordinary Shares are listed on the Frankfurt Stock Exchange (ISIN DE000A0CAYB2) and are quoted, inter alia, on the MDAX stock index. A significant reduction in free float as a result of the exchange of Wincor Nixdorf Ordinary Shares pursuant to the Offer or otherwise may result in the Wincor Nixdorf Ordinary Shares being removed from the MDAX or other stock indexes on one of the next index adjustment dates. Consequently, index funds and other institutional investors whose investments mirror indexes such as the MDAX stock index may sell or reduce their holdings of Wincor Nixdorf Ordinary Shares. This could result in a decrease in liquidity and an oversupply of Wincor Nixdorf Ordinary Shares, adversely affecting the stock exchange price of Wincor Nixdorf Ordinary Shares.

Furthermore, following the Offer, Wincor Nixdorf is expected to be majority-owned by Diebold (directly or indirectly through any of its subsidiaries) and, thus, become a dependent company of Diebold within the meaning of Section 17 of the German Stock Corporation Act and, therefore, a subsidiary of Diebold. The legal framework for this dependency between Diebold and Wincor Nixdorf is, subject to other applicable law, set forth in Sections 311 *et seq.* of the German Stock Corporation Act. Diebold may initiate corporate actions that are disadvantageous to Wincor Nixdorf, provided that Diebold provides adequate compensation to Wincor Nixdorf shareholders, and these corporate actions may result in a decline in the business and earnings power of Wincor Nixdorf.

Should any of these risks materialize, this may have material adverse effects on the assets, financial position and income of Wincor Nixdorf and could also materially adversely affect the market value of the remaining Wincor Nixdorf Ordinary Shares.

Table of Contents***1.2.5 Certain of the directors, board members and executive officers of Diebold and Wincor Nixdorf may have interests in the Business Combination that are different from, or in addition to, those of Wincor Nixdorf shareholders generally.***

Shareholders of Wincor Nixdorf should be aware that certain members of the Wincor Nixdorf management board, certain members of the Wincor Nixdorf supervisory board and directors and executive officers of Diebold may have interests in the Business Combination that are different from, or in addition to, the interests of the Wincor Nixdorf shareholders. These interests may include, but are not limited to, the continued employment of certain Wincor Nixdorf management board members and executive officers of Diebold, the continued positions of certain Wincor Nixdorf supervisory board members and certain directors of Diebold as directors of Diebold and the indemnification of former Wincor Nixdorf management and supervisory board members and directors and executive officers of Diebold by Diebold. These interests also include the treatment in the combination of stock options held by these directors, board members and executive officers. As of January 27, 2016, members of the Wincor Nixdorf management board and the Wincor Nixdorf supervisory board and their affiliates owned 207,728 Wincor Nixdorf Ordinary Shares in the aggregate, representing 0.63 percent of the issued Wincor Nixdorf Ordinary Shares. Shareholders of Wincor Nixdorf should be aware that Diebold directors and executive officers and their affiliates own outstanding common shares of Diebold.

1.2.6 Any future sales of the Wincor Nixdorf Ordinary Shares by a major shareholder of Wincor Nixdorf could depress the market price of the Wincor Nixdorf Ordinary Shares.

If, following the consummation of the Offer, a major shareholder of Wincor Nixdorf were to sell substantial amounts of its Wincor Nixdorf Ordinary Shares on a public exchange or if market participants were to believe that such sales might occur, this could have a material adverse effect on the market price of Wincor Nixdorf's ordinary shares.

1.2.7 The announcement and pendency of the Business Combination, during which Diebold and Wincor Nixdorf are subject to certain operating restrictions, could have an adverse effect on Wincor Nixdorf's and Diebold's businesses and cash flows, financial condition and results of operations.

The announcement and pendency of the Business Combination could disrupt Wincor Nixdorf's and Diebold's businesses, and uncertainty about the effect of the Business Combination may have an adverse effect on Wincor Nixdorf and/or Diebold following the Business Combination. These uncertainties could cause suppliers, vendors, partners and others that deal with Diebold and Wincor Nixdorf to defer entering into contracts with, or making other decisions concerning, Diebold and Wincor Nixdorf or to seek to change or cancel existing business relationships with the companies. In addition, Wincor Nixdorf's and Diebold's employees may experience uncertainty regarding their roles after the Business Combination. Employees may depart either before or after the completion of the Business Combination because of uncertainty and issues relating to the difficulty of coordination or because of a desire not to remain following the Business Combination. Therefore, the pendency of the Business Combination may adversely affect Wincor Nixdorf's and Diebold's ability to retain, recruit and motivate key personnel. Additionally, the attention of Wincor Nixdorf's and Diebold's management may be directed towards the completion of the Business Combination, including obtaining regulatory approvals, and may be diverted from the day-to-day business operations of Diebold and Wincor Nixdorf. Matters related to the Business Combination may require commitments of time and resources that could otherwise have been devoted to other opportunities that might have been beneficial to Diebold and Wincor Nixdorf. Additionally, the Business Combination Agreement requires Diebold and Wincor Nixdorf to refrain from taking certain specified actions while the Business Combination is pending. These restrictions may prevent Diebold and Wincor Nixdorf from pursuing otherwise attractive business opportunities or capital structure alternatives and from executing certain business strategies prior to the completion of the Business Combination. Further, the Business

Combination may give rise to potential liabilities, including those that may result from pending and future

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shareholder lawsuits relating to the Business Combination. Any of these matters could adversely affect the businesses of, or harm the results of operations, financial condition or cash flows of Diebold and Wincor Nixdorf.

1.2.8 Negative publicity related to the Business Combination may materially adversely affect Diebold and Wincor Nixdorf.

From time to time, political and public sentiment in connection with a proposed combination may result in a significant amount of adverse press coverage and other adverse public statements affecting the parties to the Business Combination. Adverse press coverage and public statements, whether or not driven by political or popular sentiment, may also result in legal claims or in investigations by regulators, legislators and law enforcement officials. Responding to these investigations and lawsuits, regardless of the ultimate outcome of the proceedings, can divert the time and effort of senior management from operating their businesses. Addressing any adverse publicity, governmental scrutiny or enforcement or other legal proceedings is time-consuming and expensive and, regardless of the factual basis for the assertions being made, could have a negative impact on the reputation of Diebold and Wincor Nixdorf, on the morale of their employees and on their relationships with regulators. It may also have a negative impact on their ability to take timely advantage of various business and market opportunities. The direct and indirect effects of negative publicity, and the demands of responding to and addressing it, may have a material adverse effect on Wincor Nixdorf's and Diebold's respective business and cash flows, financial condition and results of operations.

1.2.9 The share prices of Diebold and Wincor Nixdorf may be adversely affected if the Offer or the Business Combination is not completed.

If the Offer or the Business Combination is not completed, the prices of Diebold Common Shares and Wincor Nixdorf Ordinary Shares may decline to the extent that the current market prices of Diebold Common Shares and Wincor Nixdorf Ordinary Shares reflect a market premium based on the assumption that the Offer and the Business Combination will be completed.

1.3 Risks Relating to the Combined Company Following the Business Combination

1.3.1 A combined Diebold and Wincor Nixdorf may fail to realize the anticipated strategic and financial benefits sought from the Business Combination.

The combined company may not realize all of the anticipated benefits of the Business Combination. The success of the Business Combination will depend on, among other things, Diebold's ability to combine its business with Wincor Nixdorf's business in a manner that facilitates growth in the value-added services sector and realizes anticipated cost savings. Diebold believes that the Business Combination will provide an opportunity for revenue growth in managed services, professional services, installation and maintenance services.

However, Diebold must successfully combine the businesses of Diebold and Wincor Nixdorf in a manner that permits these anticipated benefits to be realized. In addition, the combined company must achieve the anticipated growth and cost savings without adversely affecting current revenues and investments in future growth. Further, providing managed services, professional services, installation and maintenance services can be highly complex and can involve the design, development, implementation and operation of new solutions and the transitioning of clients from their existing systems and processes to a new environment. If the combined company is not able to effectively provide

value-added services and successfully achieve the growth and cost savings objectives, the anticipated benefits of the Business Combination may not be realized fully, or at all, or may take longer to realize than expected.

Further, while, subject to the offer conditions, the Offer and the Business Combination will not be completed if there is a material adverse change affecting Wincor Nixdorf between the date of the exchange

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offer document and the end of the acceptance period, other changes will not permit Diebold to terminate the Offer or the Business Combination, even if such changes would have a material adverse effect on Wincor Nixdorf or Diebold. If adverse changes occur but Diebold and Wincor Nixdorf are still required to complete the Business Combination, the market value of Diebold's common shares may decrease.

1.3.2 Diebold may be unable to integrate Wincor Nixdorf successfully.

Integrating the operations and personnel of Wincor Nixdorf with Diebold after the completion of the Business Combination will involve complex operational, technological and personnel-related challenges. This process will be time-consuming and expensive, and it may disrupt the businesses of either or both of the companies. The combined company may not realize all of the anticipated benefits of the Business Combination. Difficulties in the integration of the business, which may result in significant costs and delays, include:

managing a significantly larger combined company;

integrating and unifying the offerings and services available to customers and coordinating distribution and marketing efforts;

coordinating corporate and administrative infrastructures and harmonizing insurance coverage;

unanticipated issues in coordinating accounting, information technology, communications, administration and other systems;

difficulty addressing possible differences in corporate cultures and management philosophies;

challenges associated with changing Wincor Nixdorf's financial reporting from IFRS to U.S. GAAP and compliance with the Sarbanes-Oxley Act of 2002, as amended, and the rules promulgated thereunder by the U.S. Securities and Exchange Commission (**SEC**);

Wincor Nixdorf becoming subject to U.S. laws and regulations and legal action in the United States;

Wincor Nixdorf complying with Diebold's compliance program and creating uniform standards, controls, procedures and policies;

litigation relating to the transactions contemplated by a potential post-completion reorganization, including shareholder litigation;

diversion of management's attention from other operations;

maintaining existing agreements and relationships with customers, distributors, providers and vendors and avoiding delays in entering into new agreements with prospective customers, distributors, providers and vendors;

realizing benefits as a combined company from Wincor Nixdorf's restructuring program, (**Delta Program**), and the shift to providing information technology from hardware;

unforeseen and unexpected liabilities related to the Business Combination or Wincor Nixdorf's business, including the risk that certain Diebold executive officers who will become members of Wincor Nixdorf's supervisory board may be subject to additional fiduciary duties and liability;

identifying and eliminating redundant and underperforming functions and assets;

effecting actions that may be required in connection with obtaining regulatory approvals; and

a deterioration of credit ratings.

Further, while, subject to the offer conditions, the Offer and the Business Combination will not be completed if there is a material adverse change affecting Wincor Nixdorf between the date of the exchange offer document and the end of the acceptance period, other changes will not permit Diebold to terminate

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the Offer or the Business Combination, even if such changes would have a material adverse effect on Wincor Nixdorf or Diebold. If adverse changes occur but Diebold and Wincor Nixdorf are still required to complete the Business Combination, the market value of Diebold's common shares may decrease. If the Business Combination is not completed, these risks may still materialize and materially adversely affect the business and financial results of Diebold.

1.3.3 Combining the businesses of Diebold and Wincor Nixdorf may be more difficult, costly or time-consuming than expected, which may adversely affect the combined company's results and negatively affect the value of Diebold Common Shares following the Business Combination.

Diebold and Wincor Nixdorf have entered into the Business Combination Agreement because they believe that the Business Combination will be beneficial to their respective companies and shareholders and that the Business Combination will produce benefits and cost savings. If the combined company is not able to successfully combine the businesses of Diebold and Wincor Nixdorf in an efficient and effective manner, the anticipated benefits and cost savings of the Business Combination may not be realized fully, or at all, or it may take longer to realize them than expected, and the value of Diebold's common shares may be adversely affected.

An inability to realize the full extent of the anticipated benefits and cost savings of the Business Combination, as well as any delays encountered in the integration process, could have an adverse effect upon the revenues, level of expenses and operating results of the combined company, which may adversely affect the value of Diebold's common shares following the Business Combination.

In addition, the actual integration may result in additional and unforeseen expenses, and the anticipated benefits of the integration plan may not be realized. Actual growth and cost savings, if achieved, may be lower than what Diebold currently expects and may take longer to achieve than anticipated. If Diebold is not able to adequately address integration challenges, the combined company may be unable to successfully integrate Wincor Nixdorf's operations or to realize the anticipated benefits of the integration of the two companies.

1.3.4 A combined Diebold and Wincor Nixdorf may experience negative synergies and loss of customers.

Diebold and Wincor Nixdorf compete for and provide certain services and products to the same customers. As a combined company, Diebold may lose customers or its share of customers' business as entities that were customers of both Diebold and Wincor Nixdorf seek to diversify their suppliers of services and products. Following the Business Combination, customers may no longer distinguish between Diebold and Wincor Nixdorf and their respective services and products. Retail banking customers in particular may turn to competitors of Diebold and Wincor Nixdorf for products and services that they received from Diebold and Wincor Nixdorf prior to the Business Combination. As a result, the combined company may lose customers and revenues may decrease following the Business Combination. In addition, third parties with whom Diebold and Wincor Nixdorf currently have relationships may terminate or otherwise reduce the scope of their relationship with either party in anticipation or after the completion of the Business Combination. Any such loss of business could limit the combined company's ability to achieve the anticipated benefits of the Business Combination. Such risks could also be exacerbated by a delay in the completion of the Offer and the Business Combination.

1.3.5

Wincor Nixdorf may experience negative reactions to the Business Combination from its customers, suppliers and employees for not pursuing other business opportunities.

Due to management's focus on the Business Combination instead of on pursuing other business opportunities that could have been beneficial to Wincor Nixdorf, its customers, suppliers, and employees may react negatively to the Offer and the Business Combination. Even if the Business Combination is not

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completed, these risks may materialize and could have a material adverse effect on the business and cash flows, financial condition and results of operations of Wincor Nixdorf.

1.3.6 The unaudited pro forma condensed combined financial information is presented for illustrative purposes only and may not be an indication of Diebold's results of operations or financial condition following the completion of the Business Combination. The actual results of operations and financial condition of Diebold following the completion of the Business Combination may be materially different, which may cause significant variations in the price for the common shares of Diebold.

The unaudited pro forma condensed combined financial information contained in this prospectus is presented for illustrative purposes only and should not be considered to be an indication of Diebold's results of operations or financial condition following the completion of the Business Combination. The unaudited pro forma condensed combined financial information has been derived from the historical financial statements of Diebold and Wincor Nixdorf and adjustments, assumptions and preliminary estimates have been made in connection with the preparation of this information. These adjustments, assumptions and estimates are preliminary and based on information available at the time of the preparation of this prospectus, and these kinds of adjustments, assumptions and estimates are difficult to make with accuracy. For example, the estimated purchase price reflected in the unaudited pro forma condensed combined financial statements included in this prospectus assumes that all outstanding Wincor Nixdorf Ordinary Shares are validly tendered in the Offer for the offer consideration. Moreover, the unaudited pro forma condensed combined financial information does not reflect all costs that are expected to be incurred by Diebold in connection with the Business Combination. For example, the impact of any incremental costs incurred in coordinating the operations of Diebold and Wincor Nixdorf are not reflected in the pro forma financial statements. As a result, the actual results of operations and financial condition of Diebold following the completion of the Business Combination may not be consistent with, or evident from, this pro forma financial information, and any differences may be material. The assumptions used in preparing the pro forma financial information may not prove to be accurate, and other factors may materially affect Diebold's results of operations or financial condition following the Business Combination. Any potential decline in Diebold's financial condition or results of operations may cause significant variations in the price for the common shares of Diebold following the Business Combination.

1.3.7 The combined company may be unable to retain and motivate Wincor Nixdorf and/or Diebold personnel successfully after the Business Combination is completed.

The success of the Business Combination will depend in part on the combined company's ability to retain the talents and dedication of key employees currently employed by Diebold and Wincor Nixdorf. Such employees may decide not to remain with Diebold and Wincor Nixdorf, as applicable, while the Offer and Business Combination are pending or with the combined company after the Offer and Business Combination are consummated. If key employees terminate their employment, or if an insufficient number of employees is retained to maintain effective operations, the combined company's business activities may be adversely affected and management's attention may be diverted from successfully integrating Wincor Nixdorf to hiring suitable replacements, all of which may cause the combined company's business to suffer. Diebold and Wincor Nixdorf may not be able to locate suitable replacements for any key employees who leave either company, or offer employment to potential replacements on reasonable terms. In addition, Diebold may not be able to motivate certain key employees following the completion of the Business Combination due to organizational changes, reassignments of responsibilities, the perceived lack of appropriate opportunities for advancement or other reasons.

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1.3.8 Diebold and Wincor Nixdorf will incur significant transaction fees and costs in connection with the Business Combination, some of which are payable regardless of whether the Business Combination is completed.

Diebold and Wincor Nixdorf expect to incur a number of significant non-recurring implementation and restructuring costs associated with combining the operations of the two companies. In addition, Diebold and Wincor Nixdorf will incur significant investment banking, legal, accounting and other transaction fees and costs related to the Business Combination. Diebold and Wincor Nixdorf must pay some of these fees and costs regardless of whether the two companies complete the Business Combination. Additional costs substantially in excess of currently anticipated costs may also be incurred in connection with the integration of the businesses of Diebold and Wincor Nixdorf.

Although Diebold and Wincor Nixdorf expect that the cost savings, as well as the realization of other efficiencies related to the integration of the businesses, will offset these transaction- and combination-related costs over time, this net benefit may not be achieved in the near term, or at all. In addition, the timeline in which cost savings are expected to be realized is lengthy and may not be achieved. Failure of Diebold to realize these synergies and other efficiencies in a timely manner or at all could have a material adverse effect on Diebold's business and cash flows, financial condition and results of operations.

1.4 Risks Relating to Diebold's Businesses

1.4.1 We may be unable to achieve, or may be delayed in achieving, our cost-cutting initiatives, and this may adversely affect our operating results and cash flow.

We have launched a number of cost-cutting initiatives, including as part of our multi-year transformation Diebold 2.0 (**Diebold 2.0**) and other restructuring initiatives, to improve operating efficiencies and reduce operating costs. Although we have achieved a substantial amount of annual cost savings associated with these cost-cutting initiatives, we may be unable to sustain the cost savings that we have achieved. In addition, if we are unable to achieve, or have any unexpected delays in achieving, additional cost savings, our results of operations and cash flows may be adversely affected. Even if we meet our goals as a result of these initiatives, we may not receive the expected financial benefits of these initiatives.

1.4.2 We face competition that could adversely affect our sales and financial condition.

All phases of our business are highly competitive. Some of our services and products are in direct competition with similar or alternative services or products provided by our competitors. We encounter competition in price, delivery, service, performance, product innovation, product recognition and quality.

Because of the potential for consolidation in any market, our competitors may become larger, which could make them more efficient and permit them to be more price-competitive. Increased size could also permit them to operate in wider geographic areas and enhance their abilities in other areas such as research and development and customer service. As a result, this could also reduce our profitability.

We expect that our competitors will continue to develop and introduce new and enhanced services and products. This could cause a decline in market acceptance of our services and products. In addition, our competitors could cause a reduction in the prices for some of our services and products as a result of intensified price competition. Also, we may be unable to effectively anticipate and react to new entrants in the marketplace competing with our services and products.

Competitive pressures can also result in the loss of major customers. An inability to compete successfully could have an adverse effect on our operating results, financial condition and cash flows in any given period.

Table of Contents**1.4.3 Additional tax expense or additional tax exposures could affect our future profitability.**

We are subject to income taxes in both the United States and various non-U.S. jurisdictions, and our domestic and international tax liabilities are dependent upon the distribution of income among these different jurisdictions. If we decide to repatriate cash and cash equivalents and short-term investments residing in international tax jurisdictions, there could be further negative impact on foreign and domestic taxes. Our tax expense includes estimates of additional tax that may be incurred for tax exposures and reflects various estimates and assumptions, including assessments of future earnings of Diebold that could affect the valuation of our net deferred tax assets. Our future results could be adversely affected by changes in the effective tax rate as a result of a change in the mix of earnings in countries with differing statutory tax rates, changes in the overall profitability of Diebold, changes in tax legislation, changes in the valuation of deferred tax assets and liabilities, the results of audits and examinations of previously filed tax returns and continuing assessments of our income tax exposures.

Additionally, our future results could be adversely affected by the results of indirect tax audits and examinations, and continuing assessments of our indirect tax exposures. For example, in August 2012, one of Diebold's Brazil subsidiaries was notified of a tax assessment of approximately R\$270.0 million, 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, Diebold filed its administrative defenses with the tax authorities.

In response to an order by the administrative court, the tax inspector provided further analysis with respect to the initial assessment in December 2013 that indicates a potential exposure that is significantly lower than the initial tax assessment received in August 2012. This revised analysis has been accepted by the initial administrative court; however, this matter remains subject to ongoing administrative proceedings and appeals. Accordingly, Diebold cannot provide any assurance that its exposure pursuant to the initial assessment will be lowered significantly or at all. In addition, this matter could negatively impact Brazil federal indirect taxes in other years that remain open under statute. It is reasonably possible that Diebold could be required to pay significant taxes, penalties and interest related to this matter, which could be material to Diebold's consolidated financial statements. Diebold continues to defend itself in this matter.

Furthermore, beginning in July 2014, Diebold 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, Diebold received a prospective ruling from the United States Customs Border Protection that is consistent with our interpretation of the treaty in question. We are submitting that ruling for consideration in our ongoing dispute with Thailand. The matters are currently in the appeals process and management continues to believe that Diebold has a valid legal position in these appeals. Accordingly, Diebold has not accrued any amount for this contingency; however, Diebold cannot provide any assurance that it will not ultimately be subject to retroactive assessments.

A loss contingency is reasonably possible if it has a more than remote but less than probable chance of occurring. Although management believes Diebold has valid defenses with respect to its indirect tax positions, it is reasonably possible that a loss could occur in excess of the estimated accrual. Diebold estimated the aggregate risk at September 30, 2015 to be up to approximately \$166.9 million for its material indirect tax matters, of which approximately \$118.3 million and \$26.0 million, 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. It is reasonably possible that we could be required to pay taxes, penalties and interest related to this matter or other open years, which could be material to our financial condition and results of operations.

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1.4.4 In international markets, we compete with local service providers that may have competitive advantages.

In a number of international markets in each region where we operate, for instance in Brazil, China and Austria, we face substantial competition from local service providers that offer competing services and products. Some of these companies may have a dominant market share in their territories and may be owned by local stakeholders. This could give them a competitive advantage. Local providers of competing services and products may also have a substantial advantage in attracting customers in their countries due to more established branding in that country, greater knowledge with respect to the tastes and preferences of customers residing in that country and/or their focus on a single market. As a U.S. based multi-national corporation, we must ensure our compliance with both U.S. and non-U.S. regulatory requirements.

1.4.5 Because our operations are conducted worldwide, they are affected by risks of doing business abroad.

We generate a significant percentage of revenue from operations conducted outside the United States. Revenue from international operations amounted to approximately 56.1 percent in 2014, 52.3 percent in 2013 and 48.7 percent in 2012 of total revenue during these respective years.

Accordingly, international operations are subject to the risks of doing business abroad, including, among other things, the following:

fluctuations in currency exchange rates, particularly in China (renminbi), Brazil (real) and Europe, the Middle East and Africa (primarily the euro);

transportation delays and interruptions;

political and economic instability and disruptions;

the failure of foreign governments to abide by international agreements and treaties;

restrictions on the transfer of funds;

the imposition of duties, tariffs and other taxes;

import and export controls;

changes in governmental policies and regulatory environments;

ensuring our compliance with U.S. laws and regulations and applicable laws and regulations in other jurisdictions, including the U.S. Foreign Corrupt Practices Act (**FCPA**), the UK Bribery Act, and applicable laws and regulations in other jurisdictions;

labor unrest and current and changing regulatory environments;

the uncertainty of product acceptance by different cultures;

the risks of divergent business expectations or cultural incompatibility inherent in establishing joint ventures with foreign partners;

difficulties in staffing and managing multi-national operations;

limitations on the ability to enforce legal rights and remedies;

reduced protection for intellectual property rights in some countries; and

potentially adverse tax consequences, including repatriation of profits.

Any of these events could have an adverse effect on our international operations by reducing the demand for our services and products or decreasing the prices at which we can sell our services and products, thereby adversely affecting our financial condition or operating results. We may not be able to continue to operate in compliance with applicable customs, currency exchange control regulations, transfer pricing

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regulations or any other laws or regulations to which we may be subject. In addition, these laws or regulations may be modified in the future, and we may not be able to operate in compliance with those modifications.

Additionally, there are ongoing concerns regarding the short- and long-term stability of the euro and its ability to serve as a single currency for a variety of individual countries. These concerns could lead individual countries to revert, or threaten to revert, to their former local currencies, which could lead to the dissolution of the euro. Should this occur, the assets we hold in a country that re-introduces its local currency could be significantly devalued. Furthermore, the dissolution of the euro could cause significant volatility and disruption to the global economy, which could impact our financial results. Finally, if it were necessary for us to conduct our business in additional currencies, we would be subjected to additional earnings volatility as amounts in these currencies are translated into U.S. dollars.

1.4.6 We may be exposed to liabilities under the FCPA, which could harm our reputation and have a material adverse effect on our business.

We are subject to compliance with various laws and regulations, including the FCPA and similar worldwide anti-bribery laws, which generally prohibit companies and their intermediaries from engaging in bribery or making other improper payments to foreign officials for the purpose of obtaining or retaining business or gaining an unfair business advantage. The FCPA also requires proper record keeping and characterization of such payments in our reports filed with the SEC.

Our employees and agents are required to comply with these laws. We operate in many parts of the world that have experienced governmental and commercial corruption to some degree, and strict compliance with anti-bribery laws may conflict with local customs and practices. Foreign companies, including some that may compete with us, may not be subject to the FCPA and may follow local customs and practices. Accordingly, such companies may be more likely to engage in activities prohibited by the FCPA, which could have a significant adverse impact on our ability to compete for business in such countries.

Despite our commitment to legal compliance and corporate ethics, we cannot ensure that our policies and procedures will always protect us from intentional, reckless or negligent acts committed by our employees or agents. Violations of these laws, or allegations of such violations, could disrupt our business and result in financial penalties, debarment from government contracts and other consequences that may have a material adverse effect on our reputation, business, financial condition or results of operations. Future changes in anti-bribery or economic sanctions laws and enforcement could also result in increased compliance requirements and related expenses that may also have a material adverse effect on our business, financial condition or results of operations.

In addition, our business opportunities in select geographies have been or may be adversely affected by the settlement of the FCPA matter that we settled with the U.S. government in late 2013. Some countries in which we do business may also initiate their own reviews and impose penalties, including prohibition of our participating in or curtailment of business operations in those jurisdictions. We could also face third-party claims in connection with this matter or as a result of the outcome of the current or any future government reviews. Our disclosure, internal review and any current or future governmental review of this matter could, individually or in the aggregate, have a material adverse effect on our reputation and our ability to obtain new business or retain existing business from our current clients and potential clients, to attract and retain employees and to access the capital markets.

1.4.7

We may expand operations into international markets in which we may have limited experience or rely on business partners.

We continually look to expand our services and products into international markets. We have currently developed, through joint ventures, strategic investments, subsidiaries and branch offices, service and product offerings in more than 90 countries outside of the United States. As we expand into new international markets, we will have only limited experience in marketing and operating services and

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products in such markets. In other instances, we may rely on the efforts and abilities of foreign business partners in such markets. Certain international markets may be slower than domestic markets in adopting our services and products, and our operations in international markets may not develop at a rate that supports our level of investment. Further, violations of laws by our foreign business partners, or allegations of such violations, could disrupt our business and result in financial penalties and other consequences that may have a material adverse effect on our business, financial condition or results of operations.

1.4.8 Diebold may be unable to successfully and effectively manage acquisitions, divestitures and other significant transactions, which could harm Diebold's operating results, business and prospects.

As part of our business strategy, we frequently engage in discussions with third parties regarding possible investments, acquisitions, strategic alliances, joint ventures, divestitures and outsourcing arrangements, and we enter into agreements relating to such transactions in order to further our business objectives. In order to pursue this strategy successfully, we must identify suitable candidates, successfully complete transactions, some of which may be large and complex, and manage post-closing issues such as the integration of acquired companies or employees. Integration and other risks of these transactions can be more pronounced in larger and more complicated transactions, or if multiple transactions are pursued simultaneously. If we fail to identify and successfully complete transactions that further our strategic objectives, we may be required to expend resources to develop products and technology internally. This may put us at a competitive disadvantage and we may be adversely affected by negative market perceptions, any of which may have a material adverse effect on our revenue, gross margin and profitability.

Integration issues are complex, time-consuming and expensive and, without proper planning and implementation, could significantly disrupt our business. The challenges involved in integration include:

combining service and product offerings and entering into new markets in which we are not experienced;

convincing customers and distributors that the transaction will not diminish client service standards or business focus, preventing customers and distributors from deferring purchasing decisions or switching to other suppliers or service providers (which could result in additional obligations to address customer uncertainty), and coordinating service, sales, marketing and distribution efforts;

consolidating and rationalizing corporate information technology infrastructure, which may include multiple legacy systems from various acquisitions and integrating software code;

minimizing the diversion of management attention from ongoing business concerns;

persuading employees that business cultures are compatible, maintaining employee morale and retaining key employees, integrating employees into our company, correctly estimating employee benefit costs and implementing restructuring programs;

coordinating and combining administrative, service, manufacturing, research and development and other operations, subsidiaries, facilities and relationships with third parties in accordance with local laws and other obligations while maintaining adequate standards, controls and procedures; and

achieving savings from supply chain and administration integration.

We evaluate and enter into these types of transactions on an ongoing basis. We may not fully realize all of the anticipated benefits of any transaction, including the Business Combination with Wincor Nixdorf, and the time frame for achieving benefits of a transaction may depend partially upon the actions of employees, suppliers or other third parties. In addition, the pricing and other terms of our contracts for these transactions require us to make estimates and assumptions at the time we enter into these contracts, and, during the course of our due diligence, we may not identify all of the factors necessary to estimate costs accurately. Any increased or unexpected costs, unanticipated delays or failure to achieve contractual obligations could make these agreements less profitable or unprofitable.

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Managing these types of transactions requires varying levels of management resources, which may divert our attention from other business operations. These transactions could result in significant costs and expenses and charges to earnings, including those related to severance pay, early retirement costs, employee benefit costs, asset impairment charges, charges from the elimination of duplicative facilities and contracts, in-process research and development charges, inventory adjustments, assumed litigation regulatory compliance and other liabilities, legal, accounting and financial advisory fees and required payments to executive officers and key employees under retention plans. Moreover, we could incur additional depreciation and amortization expense over the useful lives of certain assets acquired in connection with these transactions, and, to the extent that the value of goodwill or intangible assets with indefinite lives acquired in connection with a transaction becomes impaired, we may be required to incur additional material charges relating to the impairment of those assets. In order to complete an acquisition, we may issue common shares, potentially creating dilution for existing shareholders, or borrow funds, which could affect our financial condition, results of operations and potentially our credit ratings. Any prior or future downgrades in our credit rating associated with a transaction could adversely affect our ability to borrow and our borrowing cost, and result in more restrictive borrowing terms. In addition, our effective tax rate on an ongoing basis is uncertain, and such transactions could impact our effective tax rate. We also may experience risks relating to the challenges and costs of closing a transaction and the risk that an announced transaction may not close. As a result, any completed, pending or future transactions may contribute to financial results that differ materially from the investment community's expectations.

1.4.9 We have a significant amount of long-term assets, including goodwill and other intangible assets, and any future impairment charges could adversely impact our results of operations.

We review long-lived assets, including property, plant and equipment and identifiable amortizing intangible assets, for impairment whenever changes in circumstances or events may indicate that the carrying amounts are not recoverable. If the fair value is less than the carrying amount of the asset, a loss is recognized for the difference. Factors which may cause an impairment of long-lived assets include significant changes in the manner of use of these assets, negative industry or market trends, a significant underperformance relative to historical or projected future operating results, or a likely sale or disposal of the asset before the end of its estimated useful life.

As of September 30, 2015, we had \$197.4 million of goodwill. We assess all existing goodwill at least annually for impairment on a reporting unit basis. Diebold's five reporting units were defined as Domestic (referring to the United States) and Canada, Brazil, Asia Pacific (**AP**), Europe, Middle East and Africa (**EMEA**) and Latin America. The techniques used in our qualitative and quantitative assessment and goodwill impairment tests incorporate a number of estimates and assumptions that are subject to change. Although we believe these estimates and assumptions are reasonable and reflect market conditions forecast at the assessment date, any changes to these assumptions and estimates due to market conditions or otherwise may lead to an outcome where impairment charges would be required in future periods.

1.4.10 System security risks and systems integration issues could disrupt our internal operations or services provided to customers, and any such disruption could adversely affect revenue, increase costs, and harm our reputation and stock price.

Experienced computer programmers and hackers may be able to penetrate our network security and misappropriate our own confidential information or those of our customers, corrupt data, create system disruptions or cause shutdowns. A network security breach could be particularly harmful if it remained undetected for an extended period of time. Groups of hackers may also act in a coordinated manner to launch distributed denial of service attacks, or other coordinated attacks, that may cause service outages or other interruptions. We could incur significant expenses

in addressing problems created by network security breaches, such as the expenses of deploying additional personnel, enhancing or implementing new protection measures, training employees or hiring consultants. Further, such corrective measures may later

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prove inadequate. Moreover, actual or perceived security vulnerabilities in our services and products could cause significant reputational harm, causing us to lose existing or potential customers. Reputational damage could also result in diminished investor confidence. Actual or perceived vulnerabilities may also lead to claims against us. Although our license agreements typically contain provisions that eliminate or limit our exposure to such liability, there is no assurance these provisions will withstand legal challenges. We could also incur significant expenses in connection with customers' system failures.

In addition, sophisticated hardware and operating system software and applications that we produce or procure from third parties may contain defects in design or manufacture, including bugs and other problems that could unexpectedly interfere with the operation of the system. The costs to eliminate or alleviate security problems, viruses and bugs could be significant, and the efforts to address these problems could result in interruptions, delays or cessation of service that could impede sales, manufacturing, distribution or other critical functions.

Portions of our information technology infrastructure also may experience interruptions, delays or cessations of service or produce errors in connection with systems integration or migration work that takes place from time to time. We may not be successful in implementing new systems, and transitioning data and other aspects of the process could be expensive, time consuming, disruptive and resource-intensive. Such disruptions could adversely impact the ability to fulfill orders and interrupt other processes and, in addition, could adversely impact our ability to maintain effective internal control over financial reporting. Delayed sales, lower margins, lost customers or diminished investor confidence resulting from these disruptions could adversely affect our financial results, stock price and reputation.

1.4.11 An inability to attract, retain and motivate key employees could harm current and future operations.

In order to be successful, we must attract, retain and motivate executives and other key employees, including those in managerial, professional, administrative, technical, sales, marketing and information technology support positions. We also must keep employees focused on our strategies and goals. Hiring and retaining qualified executives, engineers and qualified sales representatives are critical to our future, and competition for experienced employees in these areas can be intense. The failure to hire or loss of key employees could have a significant impact on our operations.

1.4.12 We may not be able to generate sufficient cash flows to fund our operations and make adequate capital investments, or to pay dividends.

Our cash flows from operations depend primarily on sales and service margins. To develop new service and product technologies, support future growth, achieve operating efficiencies and maintain service and product quality, we must make significant capital investments in manufacturing technology, facilities and capital equipment, research and development, and service and product technology. In addition to cash provided from operations, we have from time to time utilized external sources of financing. Despite our Diebold 2.0 transformation program, depending upon general market conditions or other factors, we may not be able to generate sufficient cash flows to fund our operations and make adequate capital investments, or to continue to pay dividends, either in whole or in part. In addition, any tightening of the credit markets may limit our ability to obtain alternative sources of cash to fund our operations.

1.4.13 New service and product developments may be unsuccessful.

We are constantly looking to develop new services and products that complement or leverage the underlying design or process technology of our traditional service and product offerings. We make significant investments in service and

product technologies and anticipate expending significant resources for new software-led services and product development over the next several years. There can be no assurance that our service and product development efforts will be successful, that we will be able to cost

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effectively develop or manufacture these new services and products, that we will be able to successfully market these services and products or that margins generated from sales of these services and products will recover costs of development efforts.

1.4.14 Our ability to maintain effective internal control over financial reporting may be insufficient to allow us to accurately report our financial results or prevent fraud, and this could cause our financial statements to become materially misleading and adversely affect the trading price of our common shares.

We require effective internal control over financial reporting in order to provide reasonable assurance with respect to our financial reports and to effectively prevent fraud. Internal control over financial reporting may not prevent or detect misstatements because of its inherent limitations, including the possibility of human error, the circumvention or overriding of controls, or fraud. Therefore, even effective internal controls can provide only reasonable assurance with respect to the preparation and fair presentation of financial statements. If we cannot provide reasonable assurance with respect to our financial statements and effectively prevent fraud, our financial statements could become materially misleading, which could adversely affect the trading price of our common shares.

Management identified previous control deficiencies during 2013 and 2012 that were disclosed as material weaknesses. These material weaknesses have been remediated as of December 31, 2014.

If we are not able to maintain the adequacy of our internal control over financial reporting, including any failure to implement required new or improved controls, or if we experience difficulties in their implementation, our business, financial condition and operating results could be harmed. Any material weakness could affect investor confidence in the accuracy and completeness of our financial statements. As a result, our ability to obtain any additional financing, or additional financing on favorable terms, could be materially and adversely affected. This, in turn, could materially and adversely affect our business, financial condition and the market value of our securities and require us to incur additional costs to improve our internal control systems and procedures. In addition, perceptions of Diebold among customers, lenders, investors, securities analysts and others could also be adversely affected.

We can give no assurances that any additional material weaknesses will not arise in the future due to our failure to implement and maintain adequate internal control over financial reporting. In addition, although we have been successful historically in strengthening our controls and procedures, those controls and procedures may not be adequate to prevent or identify irregularities or ensure the fair presentation of our financial statements included in our periodic reports filed with the SEC.

1.4.15 Low investment performance by our U.S. pension plan assets may result in an increase to our net pension liability and expense, which may require us to fund a portion of our pension obligations and divert funds from other potential uses.

We sponsor several defined benefit pension plans that cover certain eligible employees. Our pension expense and required contributions to our pension plans are directly affected by the value of plan assets, the projected rate of return on plan assets, the actual rate of return on plan assets and the actuarial assumptions we use to measure the defined benefit pension plan obligations.

A significant market downturn could occur in future periods resulting in a decline in the funded status of our pension plans and causing actual asset returns to be below the assumed rate of return used to determine pension expense. If return on plan assets in future periods perform below expectations, future pension expense will increase. Further, as a

result of global economic instability in recent years, our pension plan investment portfolio has been volatile.

We establish the discount rate used to determine the present value of the projected and accumulated benefit obligations at the end of each year based upon the available market rates for high quality, fixed income

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investments. We match the projected cash flows of our pension plans against those generated by high-quality corporate bonds. The yield of the resulting bond portfolio provides a basis for the selected discount rate. An increase in the discount rate would reduce the future pension expense and, conversely, a decrease in the discount rate would increase the future pension expense.

1.4.16 *Our businesses are subject to inherent risks, some for which we maintain third-party insurance and some for which we self-insure. We may incur losses and be subject to liability claims that could have a material adverse effect on our financial condition, results of operations or cash flows.*

We maintain insurance policies that provide limited coverage for some, but not all, of the potential risks and liabilities associated with our businesses. The policies are subject to deductibles and exclusions that result in our retention of a level of risk on a self-insurance basis. For some risks, we may not obtain insurance if we believe the cost of available insurance is excessive relative to the risks presented. As a result of market conditions, premiums and deductibles for certain insurance policies can increase substantially, and in some instances, certain insurance may become unavailable or available only for reduced amounts of coverage. As a result, we may not be able to renew our existing insurance policies or procure other desirable insurance on commercially reasonable terms, if at all. Even where insurance coverage applies, insurers may contest their obligations to make payments. Our financial condition, results of operations and cash flows could be materially and adversely affected by losses and liabilities from un-insured or under-insured events, as well as by delays in the payment of insurance proceeds, or the failure by insurers to make payments. We also may incur costs and liabilities resulting from claims for damages to property or injury to persons arising from our operations.

1.4.17 *Our assumptions used to determine our self-insurance liability could be wrong and materially impact our business.*

We evaluate our self-insurance liability based on historical claims experience, demographic factors, severity factors and other actuarial assumptions. However, if future occurrences and claims differ from these assumptions and historical trends, our business, financial results and financial condition could be materially impacted by claims and other expenses.

1.5 Risks Relating to Financing of the Business Combination

1.5.1 *Diebold will incur a substantial amount of indebtedness (Business Combination Financing) to acquire the Wincor Nixdorf Ordinary Shares pursuant to the Offer and, as a result, will be highly leveraged. Diebold's failure to meet its debt service obligations could have a material adverse effect on Diebold's business, financial condition and results of operations.*

We anticipate that we will need to borrow approximately \$2.05 billion of Business Combination Financing to complete the Offer. As of September 30, 2015, on a pro forma basis after giving effect to (i) the Business Combination and Offer and the related Business Combination Financing and (ii) the refinancing of certain of Diebold's and Wincor Nixdorf's outstanding indebtedness at the time of closing, the total indebtedness of the combined company would have been approximately \$2.3 billion, and we would have had undrawn commitments available for borrowings of an additional \$520.0 million under our replacement credit facilities.

Diebold's high level of indebtedness following the Business Combination could adversely affect Diebold's operations and liquidity. Diebold's anticipated level of indebtedness could, among other things:

make it more difficult for Diebold to pay or refinance its debts as they become due during adverse economic and industry conditions because Diebold may not have sufficient cash flows to make its scheduled debt payments;

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cause Diebold to use a larger portion of its cash flow to fund interest and principal payments, reducing the availability of cash to fund working capital, capital expenditures, research and development and other business activities;

limit Diebold's ability to take advantage of significant business opportunities, such as acquisition opportunities, and to react to changes in market or industry conditions;

cause Diebold to be more vulnerable to general adverse economic and industry conditions;

cause Diebold to be disadvantaged compared to competitors with less leverage;

result in a downgrade in the credit rating of Diebold or indebtedness of Diebold or its subsidiaries, which could increase the cost of borrowings; and

limit Diebold's ability to borrow additional monies in the future to fund working capital, capital expenditures, research and development and other general corporate purposes.

In addition, the agreements governing our indebtedness contain restrictive covenants that limit our ability to engage in activities that may be in our long-term best interest. Our failure to comply with those covenants could result in an event of default that, if not cured or waived, could result in the acceleration of all our debt.

We may also incur additional long-term debt and working capital lines of credit to meet future financing needs, which would increase our total indebtedness. Although the terms of our existing and future credit agreements and of the indentures governing our debt contain restrictions on the incurrence of additional debt, including secured debt, these restrictions are subject to a number of important exceptions and debt incurred in compliance with these restrictions could be substantial. If Diebold and its restricted subsidiaries incur significant additional debt, the related risks that Diebold faces could intensify.

1.5.2 We may not be able to generate sufficient cash to service all of our indebtedness and may be forced to take other actions to satisfy our obligations under our indebtedness, which may not be successful.

Our ability to make scheduled payments on or refinance our debt obligations depends on our financial condition and operating performance, which are subject to prevailing economic and competitive conditions and to certain financial, business, legislative, regulatory and other factors beyond our control. We may be unable to maintain a level of cash flows from operating activities sufficient to permit us to pay the principal, premium, if any, and interest on our indebtedness.

If our cash flows and capital resources are insufficient to fund our debt service obligations, we could face substantial liquidity problems and could be forced to reduce or delay investments and capital expenditures or to dispose of material assets or operations, seek additional debt or equity capital or restructure or refinance our indebtedness. We may not be able to effect any such alternative measures, if necessary, on commercially reasonable terms or at all and, even if successful, those alternative actions may not allow us to meet our scheduled debt service obligations. In addition, the terms of our existing or future debt arrangements may restrict us from effecting any of these alternatives.

Our inability to generate sufficient cash flows to satisfy our debt obligations, or to refinance our indebtedness on commercially reasonable terms or at all, would materially and adversely affect our financial position and results of operations.

1.5.3 *The terms of Diebold's indebtedness restrict our current and future operations, particularly our ability to respond to changes or to take certain actions.*

The terms of the Business Combination Financing are expected to include covenants that restrict certain actions by Diebold and its subsidiaries, including limitations with respect to: mergers, consolidations and fundamental changes; sales of assets; investments and acquisitions; the granting of liens; transactions with

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affiliates; incurrence of indebtedness; restrictions on subsidiary distributions; hedge agreements; receivables indebtedness; restricted payments; certain payments of indebtedness; and amendments to organizational documents, in each case, subject to thresholds, exceptions and baskets agreed upon by Diebold and the other parties thereto.

In addition, the restrictive covenants in the credit agreement governing our new senior credit facility will require us to maintain specified financial ratios. Our ability to meet those financial ratios can be affected by events beyond our control, and we may be unable to meet them.

As a result of these restrictions, we may be:

limited in how we conduct our business;

unable to raise additional debt or equity financing to operate during general economic or business downturns; and

unable to compete effectively or to take advantage of new business opportunities.

These restrictions may affect our ability to grow in accordance with our strategy. In addition, our financial results, our substantial indebtedness and our credit ratings could adversely affect the availability and terms of our financing.

1.5.4 Our variable rate indebtedness subjects us to interest rate risk, which could cause our debt service obligations to increase significantly.

Borrowings under our senior credit facilities are at variable rates of interest and expose us to interest rate risk. If interest rates were to increase, our debt service obligations on the variable rate indebtedness would increase even though the amount borrowed remained the same, and our net income and cash flows, including cash available for servicing our indebtedness, will correspondingly decrease. Assuming all loans are fully drawn, each quarter point change in interest rates would result in a \$5.8 million change in annual interest expense on our indebtedness under our senior credit facilities. In the future, we may enter into interest rate swaps that involve the exchange of floating for fixed rate interest payments in order to reduce interest rate volatility. However, we may not maintain interest rate swaps with respect to all of our variable rate indebtedness, and any swaps we enter into may not fully mitigate our interest rate risk.

1.5.5 Diebold will incur substantial additional indebtedness in connection with the Business Combination, may not be able to refinance the bridge credit agreement on favorable terms, if drawn upon, and may not be able to meet all of its debt obligations.

In connection with the Business Combination, Diebold entered into the \$500.0 million bridge credit agreement and the \$1.84 billion bank credit agreement. Proceeds from the bank credit agreement and the anticipated issuance by Diebold of up to \$500.0 million in aggregate principal amount of senior unsecured notes (or, if senior unsecured notes are not issued and sold prior to the Closing Date of the Business Combination, drawings under the bridge credit agreement) will be used to finance the cash consideration for the Business Combination and to pay fees and expenses incurred in connection with the Business Combination. As of September 30, 2015, on a pro forma basis after giving effect to

(i) the Business Combination and Offer and the related Business Combination Financing and (ii) the refinancing of certain of Diebold's and Wincor Nixdorf's outstanding indebtedness at the time of closing, the total indebtedness of the combined company would have been approximately \$2.3 billion. As of September 30, 2015, Diebold's debt service obligations, comprised of principal and interest (excluding capital leases and equipment notes), during the next 12 months would, in the absence of the Business Combination, have been approximately \$219.0 million. If Diebold finances the Business Combination by drawing on the bridge credit agreement, based on assumed interest rates, leverage ratios and credit ratings, the combined company's debt service obligations, comprised of principal and interest (excluding capital leases and equipment notes), during the 12 months following the completion of the Business Combination is expected

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to be approximately \$185.0 million. As a result of this increase in debt, demands on the combined company's cash resources will increase after the completion of the Business Combination. The increased level of debt could, among other things:

require the combined company to dedicate a large portion of its cash flow from operations to the servicing and repayment of its debt, thereby reducing funds available for working capital, capital expenditures, research and development expenditures and other general corporate requirements;

limit the combined company's ability to obtain additional financing to fund future working capital, capital expenditures, research and development expenditures and other general corporate requirements;

limit the combined company's flexibility in planning for, or reacting to, changes in its business and the industry in which Diebold operates;

restrict the combined company's ability to make strategic acquisitions or dispositions or to exploit business opportunities;

place the combined company at a competitive disadvantage compared to its competitors that have less debt;

adversely affect the combined company's credit rating, with the result that the cost of servicing the combined company's indebtedness might increase;

adversely affect the market price of Diebold Common Shares; and

limit the combined company's ability to apply proceeds from an offering or asset sale to purposes other than the servicing and repayment of debt.

If Diebold is unable to obtain alternate financing through senior unsecured notes, it is unlikely that it will be able to repay the outstanding amounts under the unsecured bridge loan at initial maturity on the 364th day after completion of the Business Combination. Any debt incurred to refinance the bridge loan may be on unfavorable terms.

1.5.6 All of our debt obligations, and any future indebtedness we may incur, will have priority over Diebold's common shares with respect to payment in the event of a liquidation, dissolution or winding-up.

In any liquidation, dissolution or winding-up of Diebold, the Diebold Common Shares would rank below all debt claims against Diebold. In addition, any convertible or exchangeable securities or other equity securities that we may issue in the future may have rights, preferences and privileges more favorable than those of the Diebold Common Shares. As a result, holders of Diebold Common Shares will not be entitled to receive any payment or other distribution of assets upon the liquidation or dissolution until after our obligations to our debt holders and holders of

equity securities that rank senior to the Diebold Common Shares have been satisfied.

1.5.7 The consummation of the Offer may result in ratings organizations and/or securities analysts taking actions, which may adversely affect Diebold's business, financial condition and operating results, as well as the market price of Diebold Common Shares.

Diebold's current corporate credit rating is Ba3 for Moody's Investors Service and BB- for Standard and Poor's. In connection with the consummation of the Offer and the Business Combination, one or more of these ratings agencies may re-evaluate Diebold's ratings. A downgrade may increase Diebold's cost of borrowing, may negatively impact Diebold's ability to raise additional debt capital, may negatively impact Diebold's ability to successfully compete in the marketplace and may negatively impact the willingness of counterparties to deal with Diebold, each of which could have a material adverse effect on the business, financial condition and results of operations of Diebold and the market value of Diebold Common Shares.

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In addition, the trading market for Diebold Common Shares depends in part on the research and reports that third-party securities analysts publish about Diebold and its industry. In connection with the consummation of the Offer, one or more of these analysts could downgrade the Diebold Common Shares or issue other negative commentary about Diebold or its industry, which could cause the trading price of Diebold Common Shares to decline.

1.6 Risks Relating to Investing and Ownership of Diebold Common Shares

1.6.1 Wincor Nixdorf shareholders and Diebold shareholders will have a reduced ownership and voting interest after the Business Combination and will exercise less influence over management.

Following the completion of the Business Combination, Wincor Nixdorf shareholders and Diebold shareholders will own a smaller percentage of Diebold than they currently own of Diebold and Wincor Nixdorf, respectively. We estimate that upon completion of the Offer, and assuming that all of the outstanding Wincor Nixdorf Ordinary Shares are validly tendered in the Offer and not properly withdrawn, former Wincor Nixdorf shareholders will own approximately 16.6 percent of the outstanding common shares of Diebold. Consequently, while Diebold shareholders, as a group, will have reduced ownership and voting power in Diebold, but will, as a group, own a majority interest of the voting shares in Diebold, Wincor Nixdorf shareholders, as a group, will own a minority of the voting shares in Diebold, and will have reduced voting power in Diebold compared to their ownership and voting power in Wincor Nixdorf.

1.6.2 The market price for Diebold Common Shares will be affected by factors different from those that historically have affected Wincor Nixdorf Ordinary Shares.

Following the completion of the Business Combination, Wincor Nixdorf shareholders will become shareholders of Diebold. Diebold's business will differ from that of Wincor Nixdorf, and, accordingly, the results of operations of Diebold will be affected by certain factors that are different from those currently affecting the results of operations of Wincor Nixdorf.

1.6.3 There is no assurance that Diebold will continue to pay dividends following the Business Combination.

Although Diebold has paid dividends on its common shares in the past, there is no assurance that Diebold will continue to pay dividends at the same rate or at all after the Business Combination. The declaration and payment of future dividends, as well as the amount thereof, are subject to the declaration by Diebold's board of directors. The amount and size of any future dividends will depend on Diebold's results of operations, financial condition, capital levels, cash requirements, future prospects and other factors.

1.6.4 Our maintenance of two exchange listings may adversely affect liquidity in the market for Diebold Common Shares and could result in pricing differentials of Diebold Common Shares between the two exchanges. Index funds may sell Diebold Common Shares which they receive in the Offer.

Diebold Common Shares currently trade on the New York Stock Exchange (NYSE) and Wincor Nixdorf Ordinary Shares currently trade on the Frankfurt Stock Exchange. Diebold will apply to list the Diebold Common Shares issued to Wincor Nixdorf shareholders on the NYSE. In connection with the Business Combination, Diebold will also apply

to list all Diebold Common Shares on the regulated market segment (*Regulierter Markt*) of the Frankfurt Stock Exchange (*Frankfurter Wertpapierbörse*) with a concurrent listing in the subsegment of the regulated market with additional post-admission obligations (Prime Standard), such that the Diebold Common Shares issued to Wincor Nixdorf shareholders will be fully fungible with the existing Diebold Common Shares, including with respect to dividend entitlements. We cannot predict how trading will develop in these two markets. The dual listing of Diebold Common Shares

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may split trading between the two markets and adversely affect the liquidity of the shares in one or both markets and may result in price differentials between the exchanges. Differences in the trading schedules, as well as volatility in the exchange rate of the two trading currencies, among other factors, may result in different trading prices for Diebold Common Shares on the two exchanges. In addition, Diebold Common Shares will not be listed on any stock index in Germany. Therefore, index funds and other institutional investors whose investments mirror indexes in which Wincor Nixdorf Ordinary Shares are currently included, such as the MDAX, might be required to sell Diebold Common Shares which they receive in exchange for their Wincor Nixdorf Ordinary Shares. This could have a negative impact on the price of Diebold Common Shares.

1.6.5 The rights and responsibilities of the shareholders of Diebold will be governed by Ohio law and Diebold's articles of incorporation and code of regulations, which will differ in some respects from the rights and responsibilities of shareholders under German law and the current organizational documents of Wincor Nixdorf.

Following the completion of the Business Combination, Diebold's corporate affairs will be governed by its articles of incorporation, its code of regulations and the laws governing companies incorporated in Ohio. The rights of Diebold's shareholders and the responsibilities of members of Diebold's board of directors under Ohio law will differ from the rights of shareholders and the responsibilities of the management board and the supervisory board of Wincor Nixdorf under German law.

It may be difficult for former holders of common shares of Wincor Nixdorf who are not familiar with Ohio corporate law and U.S. market practice to exercise their shareholder rights due to foreign legal concepts, language and customs. In addition, Diebold's shareholder meetings may be held in Ohio, and it may therefore be expensive and otherwise burdensome to attend these meetings in person (for those shareholders who prefer to vote their shares in person as opposed to by proxy), in particular for shareholders who reside outside of the U.S. These aspects could have a material adverse effect on the value of Diebold's common shares and could materially impact the rights of shareholders.

1.6.6 Anti-takeover provisions could make it more difficult for a third party to acquire us.

Certain provisions of our charter documents, including provisions limiting the ability of shareholders to raise matters at a meeting of shareholders without giving advance notice and permitting cumulative voting, may make it more difficult for a third party to gain control of our board of directors and may have the effect of delaying or preventing changes in our control or management. This could have an adverse effect on the market price of our common shares. Additionally, Ohio corporate law provides that certain notice and informational filings and special shareholder meeting and voting procedures must be followed prior to consummation of a proposed control share acquisition, as defined in the Ohio Revised Code (**ORC**). Assuming compliance with the prescribed notice and information filings, a proposed control share acquisition may be made only if, at a special meeting of shareholders, the acquisition is approved by both a majority of our voting power represented at the meeting and a majority of the voting power remaining after excluding the combined voting power of the interested shares, as defined in the ORC. The application of these provisions of the ORC also could have the effect of delaying or preventing a change of control.

1.7 Regulatory and Legal Risks Pertaining to Diebold

1.7.1 *An adverse determination that our services, products or manufacturing processes infringe the intellectual property rights of others, an adverse determination that a competitor has infringed our intellectual property rights or our failure to enforce our intellectual property rights could have a materially adverse effect on our business, operating results or financial condition.*

As is common in any high technology industry, others have asserted from time to time, and may assert in the future, that our services, products or manufacturing processes infringe their intellectual property rights.

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A court determination that our services, products or manufacturing processes infringe the intellectual property rights of others could result in significant liability and/or require us to make material changes to our services, products and/or manufacturing processes. We are unable to predict the outcome of assertions of infringement made against us.

We also seek to enforce our intellectual property rights against infringement. In October 2015, we filed a complaint with the U.S. International Trade Commission and the U.S. District Court for the Northern District of Ohio alleging that Nautilus Hyosung Inc., and its subsidiary Nautilus Hyosung America Inc., infringe Diebold patents in certain ATMs. The complaints allege that Hyosung has infringed upon six Diebold patents which relate to key features in Hyosung products. We cannot predict the outcome of actions to enforce our intellectual property rights, and, although we seek to enforce our intellectual property rights, we cannot guarantee that we will be successful in doing so. Any of the foregoing could have a materially adverse effect on our business, operating results or financial condition.

1.7.2 Changes in laws or regulations or the manner of their interpretation or enforcement could adversely impact our financial performance and restrict our ability to operate our business or execute our strategies.

New laws or regulations, or changes in existing laws or regulations or the manner of their interpretation or enforcement, could increase our cost of doing business and restrict our ability to operate our business or execute our strategies. This includes, among other things, the possible taxation under U.S. law of certain income from foreign operations, compliance costs and enforcement under the Dodd-Frank Wall Street Reform and Consumer Protection Act (**Dodd-Frank Act**) and costs associated with complying with the Patient Protection and Affordable Care Act of 2010 and the regulations promulgated thereunder. For example, under Section 1502 of the Dodd-Frank Act, the SEC has adopted additional disclosure requirements related to the source of certain conflict minerals for issuers for which such conflict minerals are necessary to the functionality or product manufactured, or contracted to be manufactured, by that issuer. The metals covered by the rules include tin, tantalum, tungsten and gold, commonly referred to as 3TG. Our suppliers may use some or all of these materials in their production processes. The SEC's rules require us to perform supply chain due diligence on every member of our supply chain, including the mine owner and operator. Global supply chains can have multiple layers, thus the costs of complying with these requirements could be substantial. These requirements may also reduce the number of suppliers who provide conflict free metals, and may affect our ability to obtain products in sufficient quantities or at competitive prices. Compliance costs and the unavailability of raw materials could have a material adverse effect on our results of operations. As another example, the customs authority in Thailand has unilaterally changed its position with respect to its obligations under the World Trade Organization's International Technology Agreement (**ITA**), which provides duty-free treatment for the importation of ATMs into Thailand from other member countries that have signed the ITA.

1.7.3 Any actions or other governmental investigations or proceedings related to or arising from the matters that resulted in our previous settlements could result in substantial costs to defend enforcement or other related actions that could have a materially adverse effect on our business, operating results or financial condition.

Diebold had previously reached an agreement in 2009 with the staff of the SEC to settle civil charges stemming from the staff's enforcement inquiry and an agreement with the staff of the SEC and Department of Justice to settle the FCPA review in 2013. We could incur substantial additional costs to defend and resolve third-party litigation or other governmental actions, investigations or proceedings arising out of, or related to, the completed investigations or these settlements. The diversion of resources to address issues arising out of any such third-party or governmental actions may harm our business, operating results and financial condition in the future.

Table of Contents**1.8 Risks Relating to Wincor Nixdorf's Businesses****1.8.1 *Wincor Nixdorf's business, financial condition and results of operations may be negatively affected by the uncertainties of global economic, credit and political conditions.***

Wincor Nixdorf's business is sensitive to the strength of global economic and credit conditions, particularly as they affect the financial services and retail sectors of the economy in various parts of the world. Economic and credit conditions are influenced by a number of factors, including consumer confidence, unemployment levels, interest rates, foreign exchange rates, and the effects of government actions to address sovereign debt issues, improve global credit markets and generally stimulate economic growth. Slower growth in emerging markets can particularly have an adverse effect on Wincor Nixdorf's results. Negative global economic conditions also may have a material effect on Wincor Nixdorf's customers' ability to obtain financing for the purchase of Wincor Nixdorf's products and services, which could adversely affect Wincor Nixdorf's operating results.

Global economic conditions are influenced by reduced levels of capital expenditures, declining levels of consumer and business confidence, increasing unemployment in certain countries, fluctuating commodity prices, bankruptcies, natural disasters, political crises, imminent social unrest and other challenges. Numerous other factors, such as fluctuations in energy and raw material prices, as well as global political conflicts, including those in the Middle East, North Africa and other regions, continue to impact macroeconomic parameters and the international capital and credit markets. The uncertainty of economic and political conditions can have a material adverse impact on Wincor Nixdorf's business, financial condition and results of operations.

If Wincor Nixdorf is not successful in adapting its production and cost structure to subsequent changes to conditions in the markets in which Wincor Nixdorf operates, there can be no assurance that Wincor Nixdorf will not experience adverse effects that may be material to its business, financial condition and results of operations. For example, uncertain economic conditions could cause Wincor Nixdorf's customers to modify, delay or cancel plans to purchase Wincor Nixdorf's products and services or to execute transactions. Furthermore, prices may decline as a result of adverse market conditions to a greater extent than currently anticipated. In addition, contracted payment terms, especially regarding the level of advance payments by customers relating to long-term projects, may become less favorable, which could negatively impact cash flows. Additionally, if customers are not successful in generating sufficient revenue or securing access to the capital markets, they may not be able to pay, or may delay payment of, the amounts they owe Wincor Nixdorf, which may adversely affect Wincor Nixdorf's business, financial condition and results of operations.

1.8.2 *Competition in the industries that Wincor Nixdorf targets is intense, and any failure to compete effectively would have an adverse effect on Wincor Nixdorf's business.*

Wincor Nixdorf operates in industries which are intensely competitive. The information technology industry is characterized by rapidly changing technology, increasing levels of digitalization, evolving industry standards, frequent new product introductions, price and cost reductions, and increasingly greater commoditization of products, making differentiation difficult. Some of Wincor Nixdorf's competitors are extremely large companies, some of which have more financial and technical resources, or more widespread distribution and market penetration for their platforms and service offerings, than Wincor Nixdorf. In addition, Wincor Nixdorf competes with smaller companies in specific niche portions of the retail banking and retail industries.

Wincor Nixdorf's future competitive performance and market position depend on a number of factors, including its ability to:

react to competitive product and pricing pressures;

penetrate and meet the changing competitive requirements and deliverables in developing and emerging markets, such as Russia;

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cross-sell additional products and services to its existing customer base;

rapidly and continually design, develop and market, or otherwise maintain and introduce, innovative solutions and related products and services that are competitive in the marketplace;

react on a timely basis to shifts in market demands;

reduce costs without creating operating inefficiencies or impairing product or service quality;

maintain competitive operating margins;

improve product and service delivery quality; and

effectively market and sell all of its products.

In the vast majority of countries where Wincor Nixdorf conducts business, Wincor Nixdorf faces substantial competition from local providers that offer competing services and products. Some of these companies may have a dominant market share in their territories and may be owned by local stakeholders. This could give them a competitive advantage. Local providers of competing services and products may also have a substantial advantage in attracting customers in their countries due to more established branding in that country, greater knowledge with respect to the tastes and preferences of customers residing in that country and/or their focus on a single market.

Wincor Nixdorf's business and operating performance also could be impacted by external competitive pressures, such as increasing price erosion and the entry of new competitors into its existing product and geographic markets. The impact of these product and pricing pressures could include lower customer satisfaction, decreased demand for Wincor Nixdorf's products and services, loss of market share and reduction of operating profits.

1.8.3 Wincor Nixdorf's ability to anticipate and respond to changing industry trends and the needs and preferences of its customers may affect Wincor Nixdorf's competitiveness or demand for its products, which may adversely affect Wincor Nixdorf's operating results.

The industries in which Wincor Nixdorf operates are subject to rapid technological advancements, new products and services, including mobile payment applications, an evolving competitive landscape, developing industry standards, and changing customer needs and preferences. Wincor Nixdorf expects that new services and technologies applicable to the banking and retail industries will continue to emerge. These changes in technology may limit the competitiveness of and demand for Wincor Nixdorf's products and services. Also, Wincor Nixdorf's customers and their clients continue to adopt new technologies for business and personal uses. Wincor Nixdorf must anticipate and respond to these changes in order to remain competitive within its relative markets. In addition, customers' and their clients' potential negative reaction to Wincor Nixdorf's products and services can spread quickly through social media and damage Wincor Nixdorf's reputation before it has the opportunity to respond. If Wincor Nixdorf is unable to anticipate or respond to technological changes or evolving industry standards on a timely basis, its ability to remain competitive could be materially adversely affected.

The development process for Wincor Nixdorf's products and services requires high levels of innovation from its research and development and product development teams and suppliers of the components embedded or incorporated in its products and services. In addition, Wincor Nixdorf may need to build or expand, and maintain, infrastructure in order to support certain of its products and services. The development process also can be lengthy and costly, and requires Wincor Nixdorf to commit a significant amount of resources to bring its business solutions to market. If Wincor Nixdorf is unable to anticipate its customers' needs and technological and industry trends accurately, or is otherwise unable to complete development efficiently, Wincor Nixdorf would be unable to introduce new products and services into the market on a timely basis, if at all, and its business and operating results could be impacted. Likewise, Wincor Nixdorf sometimes makes assurances to customers regarding the operability and specifications of new technologies, and its results could be impacted if it is unable to deliver such technologies, or if such

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technologies do not perform as planned. Once Wincor Nixdorf has developed new products and services, if it cannot successfully market and sell those products and services, its business and operating results could be impacted.

1.8.4 Any failure to retain major existing customers or to obtain new customers on favorable terms could adversely affect Wincor Nixdorf's results of operations and financial condition.

Wincor Nixdorf's business depends on satisfying its current customers and winning new customers on favorable terms. Wincor Nixdorf may from time to time face pricing pressure in obtaining and retaining larger customers. Competitors may offer more attractive pricing to Wincor Nixdorf's current and prospective customers or other services that it does not offer. Larger customers may be able to negotiate lower prices. They may also reduce services if they decide to move services in-house. Further, some customers may exert pricing pressure due to pricing competition or other economic needs or pressures such customers experience from their own customers. On some occasions, this pricing pressure may result in lower revenue from a customer than had been anticipated. The loss of one or more significant customers, or a reduction in revenue from one or more major customers, could result in an adverse effect on Wincor Nixdorf's business, operating results, and financial condition.

For some potential customers, switching from one vendor (or from an internally-developed system) to a new vendor is a significant undertaking. As a result, potential customers often resist change. There can be no assurance that Wincor Nixdorf's strategies for overcoming potential customers' reluctance to change vendors will be successful and this resistance could adversely affect Wincor Nixdorf's growth.

1.8.5 Wincor Nixdorf's net sales and operating results may fluctuate.

Wincor Nixdorf's net sales and operating results may fluctuate from quarter to quarter and year to year and are likely to continue to vary due to a number of factors, many of which are not within Wincor Nixdorf's control. Revenues and operating results for any future period are not predictable with any significant degree of certainty. Fluctuations in Wincor Nixdorf's operating results and financial condition may occur due to a number of factors, including, but not limited to, those listed below:

the mix of products that Wincor Nixdorf sells during any period;

the entry of new competitors into Wincor Nixdorf's markets;

development of new competitive products or services by others;

changes in Wincor Nixdorf's pricing policies or those of Wincor Nixdorf's competitors, including Wincor Nixdorf's responses to price competition;

delays between Wincor Nixdorf's expenditures to develop and market new or enhanced products and services and the generation of sales from those products and services;

changes in the amount Wincor Nixdorf spends for marketing and other efforts;

delays between Wincor Nixdorf's expenditures to develop, acquire or license new technologies and processes, and the generation of sales related thereto;

changes in the cost of satisfying Wincor Nixdorf's warranty obligations;

Wincor Nixdorf's level of research and development activities and their associated costs and rates of success;

changes in the size and complexity of Wincor Nixdorf's organization, including operations outside of Europe;

major changes in expenses or timing in the delivery of complex customer projects in the high end services portfolio;

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interruptions to or other problems with Wincor Nixdorf's information technology systems, manufacturing processes or other operations;

general economic and industry conditions;

changes in accounting rules and tax laws; and

changes in interest rates that affect returns on Wincor Nixdorf's cash balances and short-term investments.

1.8.6 *Wincor Nixdorf's operating results could be negatively impacted if it is unsuccessful in transforming its business model.*

Beginning in the fiscal year ended September 30, 2015, Wincor Nixdorf began to shift its business model to focus increasingly on sales of higher margin software and service product offerings. Wincor Nixdorf's ability to successfully grow its software and services businesses depends on a number of different factors, among others, including market acceptance of its software solutions and expanding its services capabilities and geographic coverage. In addition, development of these businesses may require increased capital and research and development expenses and resource allocation, and these costs may reduce Wincor Nixdorf's gross margins and the return on these investments may be lower, or may develop more slowly, than expected. If Wincor Nixdorf is not successful in growing its software and services businesses and expanding its customer base at the rate that is anticipated, Wincor Nixdorf may not meet its growth and gross margin expectations, and operating results could be negatively impacted.

In particular, beginning in the fiscal year ended September 30, 2015, Wincor Nixdorf took a series of realignment and restructuring steps under its Delta Program aimed at evolving Wincor Nixdorf into a software and IT services company and improving Wincor Nixdorf's margins and profitability. There can be no assurance that Wincor Nixdorf's proposed restructuring will be sufficient to achieve the desired levels of profitability. If Wincor Nixdorf's proposed restructuring does not achieve its aims, Wincor Nixdorf may be required to take additional restructuring actions which could further reduce its profitability and margins.

1.8.7 *If Wincor Nixdorf does not control its operating expenses, it will not be able to compete effectively in its industry.*

Wincor Nixdorf continually seeks to make its cost structure and business processes more efficient. Wincor Nixdorf is focused on increasing workforce flexibility and scalability, and improving overall competitiveness by leveraging its global capabilities. Its strategy involves, to a substantial degree, increasing revenue and product volume while at the same time controlling operating expenses. If Wincor Nixdorf does not control its operating expenses, its ability to compete in the marketplace may be impaired. The reduction of personnel in connection with its restructuring could result in disruptions that affect Wincor Nixdorf's products and customer service. In addition, Wincor Nixdorf's efforts to make its operations more efficient through its current restructuring are expected to result in restructuring and other charges.

1.8.8

Defects, errors, installation difficulties or development delays could expose Wincor Nixdorf to potential liability, harm its reputation and negatively impact its business.

Many of Wincor Nixdorf's products are sophisticated and complex, and despite testing and quality control, Wincor Nixdorf cannot be certain that defects or errors will not be found in current versions or new versions of its products. If Wincor Nixdorf's products contain undetected defects or errors, or otherwise fail to meet its customers' expectations, Wincor Nixdorf could face the loss of customers and additional development or delivery-related costs. If defects or errors delay product installation or make it more difficult, Wincor Nixdorf could experience delays in customer acceptance, or if its products require

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significant amounts of customer support, it could result in incremental costs to Wincor Nixdorf. In addition, customers may deploy Wincor Nixdorf's software in both standard and non-standard configurations in different environments with different computer platforms, system management software and equipment and networking configurations, which may increase the likelihood of technical difficulties. Wincor Nixdorf's products may need to be integrated with other components or software, and, in the event that there are defects or errors, it may be difficult to determine the origin of such defects or errors. If any of these risks materialize, they could result in additional costs and expenses, exposure to liability claims, diversion of technical and other resources to engage in remediation efforts, loss of customers or negative publicity, each of which could impact Wincor Nixdorf's business and operating results.

1.8.9 *Wincor Nixdorf's multinational operations, including its business operations in emerging markets, expose Wincor Nixdorf to business and legal risks.*

For the year ended September 30, 2015, approximately 68.1 percent of Wincor Nixdorf's net sales were generated in Europe. The Asia/Pacific/Africa region accounted for 19.8 percent and the Americas accounted for 12.1 percent.

Wincor Nixdorf's global operations, including in emerging markets, is subject to risks, which include, among others:

political conditions and local regulations that could adversely affect demand for Wincor Nixdorf's products and services, or Wincor Nixdorf's ability to access funds and resources, or Wincor Nixdorf's ability to sell products in these markets;

the impact of a downturn in the global economy, or in regional economies, on demand for Wincor Nixdorf's products and services;

the impact of ongoing and future sovereign debt, economic and credit conditions on the stability of national and regional economies and industries within those economies;

currency exchange rate fluctuations that could result in lower demand for Wincor Nixdorf's products as well as generate currency translation losses;

changes to and compliance with a variety of laws and regulations that may increase the cost of doing business or otherwise prevent Wincor Nixdorf from effectively competing internationally;

government uncertainty, including as a result of new laws and regulations or changes to existing laws and regulations;

the institution of, or changes to, trade protection measures, currency restrictions, and import or export licensing requirements;

the successful implementation and use of systems, procedures and controls to monitor operations in non-U.S. markets;

changing competitive requirements and deliverables in developing and emerging markets;

work stoppages and other labor conditions or issues;

disruptions in transportation and shipping infrastructure;

potentially longer sales and payment cycles;

potentially greater difficulties in collecting accounts receivable;

challenges in providing products and services across a significant distance, in different languages and among different cultures;

operating in countries with a higher incidence of corruption and fraudulent business practices;

costs and difficulties of customizing products for different foreign countries;

conflict and overlap among tax regimes;

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possible tax constraints impeding business operations in certain countries;

expenses associated with the localization of products and compliance with local regulatory requirements;

discriminatory or conflicting fiscal policies;

operational difficulties in countries with a high corruption perceptions index;

protectionist trade policies and regulations for import and export;

works councils, labor unions and immigration laws in different countries;

data protection and privacy in regard to access by governmental authorities to customer, partner or employee data;

difficulties enforcing intellectual property and contractual rights in certain jurisdictions;

tariffs, trade barriers and other regulatory or contractual limitations on Wincor Nixdorf's ability to sell or develop its products in certain foreign markets; and

the impact of civil unrest relating to war and terrorist activity on the economy or markets in general, or on Wincor Nixdorf's ability, or the ability of its suppliers, to meet commitments.

In addition, the application of the laws and regulations of countries where Wincor Nixdorf operates to Wincor Nixdorf's business is sometimes unclear, subject to change over time, and sometimes may conflict between different jurisdictions. Additionally, these laws and governments' approach to enforcement, as well as Wincor Nixdorf's products and services, are continuing to change and evolve. Compliance with these types of regulations may involve significant costs or require changes in products or business practices. Non-compliance could result in penalties being imposed on Wincor Nixdorf or orders that Wincor Nixdorf stop the alleged noncompliant activity. One or more of these factors could have an adverse effect on Wincor Nixdorf's operations globally or in one or more countries or regions, which could have an adverse effect on Wincor Nixdorf's business, financial position, profit, and cash flows.

1.8.10 Wincor Nixdorf may expand operations into international markets in which it may have limited experience or rely on business partners.

Wincor Nixdorf continually seeks to expand its services and products into new international markets. As Wincor Nixdorf expands into new international markets, it may have only limited experience in marketing and operating services and products in such markets. In other instances, Wincor Nixdorf may rely on the efforts and abilities of foreign business partners in such markets. Certain international markets may be slower than Wincor Nixdorf's

domestic markets in adopting Wincor Nixdorf's services and products, and its operations in international markets may not develop at a rate that supports Wincor Nixdorf's level of investment. Further, violations of laws by Wincor Nixdorf's foreign business partners, or allegations of such violations, could disrupt its business and result in financial penalties and other consequences that may have a material adverse effect on Wincor Nixdorf's business, financial condition or results of operations.

1.8.11 *Wincor Nixdorf's new products and product enhancements may not be successful, could increase Wincor Nixdorf's costs and could reduce customer demand.*

To achieve market acceptance and high customer satisfaction, new products and product enhancements often require long development and testing periods. Development work and market introductions are subject to risks. For example, products might not completely meet Wincor Nixdorf's stringent high-quality standards, including security standards, might not fulfill market needs or customer expectations, or might not comply with local standards and requirements. Therefore, market launches, entering new markets, or the introduction of new innovations could be delayed or unsuccessful.

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In addition, new products, including third-party technologies Wincor Nixdorf has licensed and open source software components used in those products, could contain undetected defects or they might not be mature enough from the customer's point of view for business-critical solutions. The detection and correction of any defects especially after shipment could be expensive and time-consuming and Wincor Nixdorf might not be able to meet the expectations of customers regarding time and quality in the defect resolution process. In some circumstances, Wincor Nixdorf might not be in a position to rectify such defects or entirely meet the expectations of customers, specifically as Wincor Nixdorf is expanding its product portfolio into additional markets. As a result, Wincor Nixdorf might be faced with customer claims for cash refunds, damages, replacement software, or other concessions. The risk of defects and their adverse consequences could increase as Wincor Nixdorf seeks to introduce a variety of new and complex software products simultaneously. Significant undetected defects or delays in introducing new products or product enhancements could affect market acceptance of its software products and could have an adverse effect on its reputation, business, financial position, profit, and cash flows.

The use of existing software products by customers in business-critical solutions and processes and the relative complexity and technical interdependency of Wincor Nixdorf's software products create a risk that customers or third parties may pursue warranty, performance, or other claims against Wincor Nixdorf for actual or alleged defects in Wincor Nixdorf's software products, in its provision of services, or in its application hosting services. Wincor Nixdorf has in the past been, and may in the future be, subject to warranty, performance, or other similar claims. In addition, regardless of the merits of a claim, such claim could entail substantial expense and require the devotion of significant time and attention by key management personnel. Publicity surrounding such claims could affect Wincor Nixdorf's reputation and the demand for its software.

1.8.12 Wincor Nixdorf's historical and ongoing manufacturing activities subject Wincor Nixdorf to environmental exposures and other potential liabilities.

Wincor Nixdorf's facilities and operations are subject to a wide range of environmental protection laws, and its products are subject to environmental laws in a number of jurisdictions. Given the uncertainties inherent in such activities, there can be no assurances that the costs required to comply with applicable environmental laws will not impact future operating results. In addition, accidents or other incidents that occur at Wincor Nixdorf's facilities or involve its personnel or operations could result in claims for damages against Wincor Nixdorf. Furthermore, in the event Wincor Nixdorf is found to be financially responsible, as a result of environmental or other laws or by court order, for environmental damages alleged to have been caused by Wincor Nixdorf or occurring on Wincor Nixdorf's premises, Wincor Nixdorf could be required to pay substantial monetary damages or undertake expensive remedial obligations. The amount of any costs, including fines or damages payments that Wincor Nixdorf might incur under such circumstances, could substantially exceed any insurance Wincor Nixdorf has to cover such losses. Any of these events, alone or in combination, could have a material adverse effect on Wincor Nixdorf's business, financial condition and results of operations and could adversely affect Wincor Nixdorf's reputation.

1.8.13 Wincor Nixdorf is highly dependent upon sales to certain industries.

Wincor Nixdorf generates approximately two-thirds of its total net revenue from the retail banking sector and approximately one-third from the retail sector. To the extent either of these industries experiences a downturn and Wincor Nixdorf is unable to penetrate and expand into other industries, Wincor Nixdorf's results of operations may be adversely affected. Additionally, if any of these industries develops new technologies or alternatives to Wincor Nixdorf's hardware or software products, Wincor Nixdorf's results of operations could be adversely affected.

Table of Contents***1.8.14 Consolidation in the banking and financial services industry could adversely affect Wincor Nixdorf's revenues by eliminating existing or potential customers and making Wincor Nixdorf more dependent on a more limited number of customers.***

In recent years, there have been a number of mergers and consolidations in the banking and financial services industry. Mergers and consolidations of financial institutions reduce the number of Wincor Nixdorf's customers and potential customers, which could adversely affect its revenues. Further, if Wincor Nixdorf's customers fail, or merge with or are acquired by other entities that are not its customers or that use fewer of its services, they may discontinue or reduce their use of its services. It is also possible that the larger banks or financial institutions resulting from mergers or consolidations would have greater leverage in negotiating terms with Wincor Nixdorf or could decide to perform in-house some or all of the services which Wincor Nixdorf currently provides or could provide. Any of these developments could have a material adverse effect on Wincor Nixdorf's business, financial condition and results of operations.

1.8.15 Social and political instability caused by state-based conflicts, terrorist attacks, civil unrest, war, or international hostilities, as well as pandemic disease outbreaks or natural disasters, could disrupt Wincor Nixdorf's business operations.

Terrorist attacks and other acts of violence or war, civil and political unrest (such as in the Middle East, in the Ukraine, and in certain parts of Africa), natural disasters (such as hurricanes, flooding, or similar events) or pandemic diseases (such as Ebola) could have a significant adverse effect on the related economy or beyond. Such an event could lead, for example, to the disruption or disablement of operations at certain of Wincor Nixdorf's locations, and could affect its ability to provide business services and maintain effective business operations. Furthermore, this could have a significant adverse effect on Wincor Nixdorf's suppliers as well as its customers and their investment decisions, which could have an adverse effect on Wincor Nixdorf's reputation, business, financial position, profit, and cash flows.

1.8.16 Wincor Nixdorf's sales are subject to seasonal fluctuation.

Wincor Nixdorf's sales vary from quarter to quarter, with lower net sales in its second and third quarters (January 1 to June 30) and higher net sales in the first quarter (October 1 to December 31) and the fourth quarter (July 1 to September 30). Such seasonality also causes Wincor Nixdorf's working capital cash flow requirements to vary from quarter to quarter depending on variability in the volume, timing and mix of product sales. In addition, revenue in the last month of each quarter is typically higher than in the first and second months of each quarter.

1.8.17 Wincor Nixdorf is exposed to the risk of currency and interest rate fluctuations.

Wincor Nixdorf's net sales and operating profit are subject to variability due to the effects of foreign currency fluctuations against the euro. Wincor Nixdorf has exposure principally to the U.S. dollar. In general, appreciation of the euro relative to another currency has an adverse effect while depreciation of the euro relative to another currency has a positive effect. Wincor Nixdorf endeavors to mitigate the effects of currency and interest rate fluctuations through the use of currency forward contracts, but significant currency and interest rate fluctuations could adversely affect Wincor Nixdorf's business, results of operations and financial condition.

Wincor Nixdorf endeavors to mitigate the effects of interest rate fluctuations, but significant interest rate fluctuations could adversely affect Wincor Nixdorf's business, results of operations and financial condition. Borrowings under Wincor Nixdorf's syndicated loan facility are at variable rates of interest and expose Wincor Nixdorf to interest rate

risk. If interest rates were to increase, Wincor Nixdorf's debt service obligations on the variable rate indebtedness would increase even if the amount borrowed remained the same, and Wincor Nixdorf's profit and cash flows, including cash available for servicing its indebtedness, would correspondingly decrease.

Table of Contents***1.8.18 Wincor Nixdorf will be significantly harmed unless it can obtain patent protection for its products or otherwise protect its intellectual property.***

It is critical to Wincor Nixdorf's continued development of products that it be able to protect and enhance its proprietary rights in its intellectual property through patent, copyright, trademark and trade secret laws. These efforts include protection of the products and the application, diagnostic and other software Wincor Nixdorf develops. To the extent Wincor Nixdorf is not successful in protecting its proprietary rights, its business could be adversely impacted. Also, some of Wincor Nixdorf product offerings rely on technologies developed by others, and if Wincor Nixdorf is unable to continue to obtain licenses for such technologies, its business could be adversely impacted.

Despite Wincor Nixdorf's efforts to protect its proprietary rights, it is possible that competitors or other unauthorized third parties may obtain, copy, use or disclose Wincor Nixdorf's technologies, inventions, processes or improvements. Wincor Nixdorf cannot assure you that any of its existing or future patents or other intellectual property rights will be enforceable, will not be challenged, invalidated or circumvented, or will otherwise provide Wincor Nixdorf with meaningful protection or any competitive advantage. In addition, Wincor Nixdorf's pending patent applications may not be granted, and Wincor Nixdorf may not be able to obtain foreign patents or elect to file applications corresponding to its E.U. and/or U.S. patents. The laws of certain countries outside the European Union and the United States may not provide the same level of patent protection as in the European Union and the United States, and even if Wincor Nixdorf asserts its patents or obtains additional patents in countries outside of the United States and the European Union, effective enforcement of such patents may not be available. If Wincor Nixdorf's patents do not adequately protect its technology, Wincor Nixdorf's competitors may be able to offer additive manufacturing systems or other products similar to Wincor Nixdorf's products. Competitors may also be able to develop similar technology independently or design around Wincor Nixdorf's patents, and Wincor Nixdorf may not be able to detect the unauthorized use of its proprietary technology or take appropriate steps to prevent such use. Any of the foregoing events would lead to increased competition and lower revenues or gross margins, which could adversely affect Wincor Nixdorf's operating results.

In addition, while Wincor Nixdorf may enter into confidentiality and invention assignment agreements intended to protect such rights, such agreements can be difficult and costly to enforce or may not provide adequate remedies if violated. Such agreements may be breached and confidential information may be willfully or unintentionally disclosed, or Wincor Nixdorf's competitors or other parties may learn of the information in some other way. Since Wincor Nixdorf cannot legally prevent one or more other companies from developing similar or identical technology to its unpatented technology, it is likely that, over time, one or more other companies may be able to replicate Wincor Nixdorf's technology, thereby reducing its technological advantages. Also, patents are jurisdictional in nature and therefore offer protection only in certain markets, rather than globally. If Wincor Nixdorf does not protect its technology or is unable to develop new technology that can be protected by patents or as trade secrets, Wincor Nixdorf may face increased competition from other companies, which may adversely affect its results of operations.

1.8.19 Wincor Nixdorf may be subject to claims alleging patent infringement.

Wincor Nixdorf's products and technology, including the technology that it licenses from others, may infringe the intellectual property rights of third parties. Patent applications in most countries (such as the United States) are confidential for a period of time until they are published, and the publication of discoveries in scientific or patent literature typically lags actual discoveries by several months or more. As a result, the nature of claims contained in unpublished patent filings around the world is unknown to Wincor Nixdorf, and Wincor Nixdorf cannot be certain that it was the first to conceive inventions covered by its patents or patent applications or that Wincor Nixdorf was the first to file patent applications covering such inventions. Furthermore, it is not possible to know in which countries patent holders may choose to extend their filings under the Patent Cooperation Treaty or other mechanisms.

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Any claims that Wincor Nixdorf's products or processes infringe the intellectual property rights of others, regardless of the merit or resolution of such claims, could cause Wincor Nixdorf to incur significant costs in responding to, defending and resolving such claims, and may prohibit or otherwise impair Wincor Nixdorf's ability to commercialize new or existing products. Any infringement by Wincor Nixdorf or its licensors of the intellectual property rights of third parties may have a material adverse effect on Wincor Nixdorf's business, financial condition and results of operations.

Third-party claims of intellectual property infringement successfully asserted against Wincor Nixdorf may require Wincor Nixdorf to redesign infringing technology or enter into costly settlement or license agreements on terms that are unfavorable, prevent Wincor Nixdorf from manufacturing or licensing certain of its products, subject Wincor Nixdorf to injunctions restricting the sale of products and use of infringing technology, cause severe disruptions to its operations or the markets in which it competes, impose costly damage awards or require indemnification of its sales agents and end-users. In addition, as a consequence of such claims, Wincor Nixdorf may incur significant costs in acquiring the necessary third-party intellectual property rights for use in its products or developing non-infringing substitute technology. Any of the foregoing developments could seriously harm Wincor Nixdorf's business.

1.8.20 Wincor Nixdorf may incur substantial costs enforcing or acquiring intellectual property rights and defending against third-party claims as a result of litigation or other proceedings.

In connection with the enforcement of Wincor Nixdorf's intellectual property rights, opposing third parties from obtaining patent rights or disputes related to the validity or alleged infringement of Wincor Nixdorf's or third-party intellectual property rights, including patent rights, Wincor Nixdorf may in the future be subject or party to claims, negotiations or complex, protracted litigation. Intellectual property disputes and litigation, regardless of merit, can be costly and disruptive to Wincor Nixdorf's business operations by diverting attention and energies of management and key technical personnel, and by increasing the costs of doing business. Wincor Nixdorf may not prevail in any such dispute or litigation, and an adverse decision in any legal action involving intellectual property rights, including any such action commenced by Wincor Nixdorf, could limit the scope of Wincor Nixdorf's intellectual property rights and the value of the related technology. While Wincor Nixdorf strives to avoid infringing the intellectual property rights of third parties, Wincor Nixdorf cannot provide any assurances that it will be able to avoid any infringement claims.

1.8.21 Obtaining and maintaining patent protection depends on compliance with various procedural, documentary, fee payment and other requirements imposed by governmental patent agencies, and Wincor Nixdorf's patent protection could be reduced or eliminated for non-compliance with these requirements.

Periodic maintenance fees on any issued patent are due to be paid to the U.S. Patent and Trademark Office (**USPTO**) and non-U.S. patent agencies in several stages over the lifetime of the patent. The USPTO and various non-U.S. governmental patent agencies require compliance with a number of procedural, documentary, fee payment and other similar provisions during the patent application process. While an inadvertent lapse can in many cases be cured by payment of a late fee or by other means in accordance with the applicable rules, there are situations in which noncompliance can result in abandonment or lapse of the patent or patent application, resulting in partial or complete loss of patent rights in the relevant jurisdiction. Non-compliance events that could result in abandonment or lapse of a patent or patent application include, but are not limited to, failure to respond to official actions within prescribed time limits, non-payment of fees and failure to properly legalize and submit formal documents. If Wincor Nixdorf fails to maintain the patents and patent applications covering Wincor Nixdorf's products and processes, Wincor Nixdorf's competitive position would be adversely affected.

Table of Contents***1.8.22 The use of open source software could adversely affect Wincor Nixdorf's ability to sell its services and subject it to possible litigation.***

Wincor Nixdorf uses open source software in providing its products and services, and it may use additional open source software in the future. Such open source software is generally licensed by its authors or other third parties under open source licenses. Under such licenses, if Wincor Nixdorf engages in certain defined manners of use, it may be subject to certain conditions, including requirements that it offers its products and services that incorporate the open source software for no cost; that it makes available source code for modifications or derivative works it creates based upon, incorporating or using the open source software; and/or that it licenses such modifications or derivative works under the terms of the particular open source license. In addition, if a third-party software provider has incorporated open source software into software that Wincor Nixdorf licenses from such provider in a manner that triggers one or more of the above requirements, Wincor Nixdorf could be required to disclose any of Wincor Nixdorf's source code that incorporates or is a modification of such licensed software. If an author or other third party that distributes such open source software were to allege that Wincor Nixdorf had not complied with the conditions of one or more of these licenses, Wincor Nixdorf could be required to incur significant legal expenses defending such allegations and could be subject to significant damages, enjoined from the sale of its products and services that contained the open source software, and required to comply with the foregoing conditions, which could disrupt the distribution and sale of some of Wincor Nixdorf's products and services.

1.8.23 If Wincor Nixdorf cannot attract and retain quality employees, it will not be able to meet its business objectives.

Employees are vital to the success of Wincor Nixdorf. Wincor Nixdorf's ability to attract and retain highly skilled technical, sales, consulting and other key personnel is critical, as these key employees are difficult to replace. There is substantial competition for qualified and capable personnel in many of the jurisdictions in which Wincor Nixdorf operates, which can make it difficult for Wincor Nixdorf to recruit and retain qualified employees in sufficient numbers. Increased difficulty in recruiting or retaining sufficient and adequate personnel in Wincor Nixdorf's international operations may lead to increased manufacturing and employment compensation costs, which could adversely affect Wincor Nixdorf's results of operations. If Wincor Nixdorf is unable to attract or retain highly qualified employees by offering competitive compensation, secure work environments and leadership opportunities now and in the future, Wincor Nixdorf's business and operating results could be negatively impacted.

In addition, if any of Wincor Nixdorf's senior management team or key employees joins a competitor, Wincor Nixdorf may lose clients, suppliers, know-how and key IT professionals and staff members. Additionally, there could be unauthorized disclosure or use of Wincor Nixdorf's technical knowledge, practices or procedures by such personnel. If any dispute arises between any members of Wincor Nixdorf's senior management team or key employees and Wincor Nixdorf, any noncompetition, nonsolicitation and nondisclosure agreements Wincor Nixdorf has with its senior executives or key employees might not provide effective protection to Wincor Nixdorf in light of legal uncertainties associated with the enforceability of such agreements.

1.8.24 If Wincor Nixdorf is unable to attract and retain highly-skilled IT professionals, it may not be able to maintain client relationships and grow effectively, which may adversely affect Wincor Nixdorf's business, results of operations and financial condition.

Wincor Nixdorf's business particularly depends on its ability to attract, develop, motivate, retain and effectively utilize highly-skilled IT professionals. Wincor Nixdorf believes that there is significant competition for technology professionals in Latin America, the United States, Europe and elsewhere who possess the technical skills and

experience necessary to deliver Wincor Nixdorf's services, and that such competition is likely to continue for the foreseeable future. Wincor Nixdorf's ability to properly serve its clients depends, in large part, on its ability to hire and retain qualified IT professionals. Wincor Nixdorf's

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cannot assure you that it will be able to recruit and train a sufficient number of qualified professionals or that it will be successful in retaining current or future employees. Increased hiring by technology companies, particularly in Latin America, the United States and Europe, and increasing worldwide competition for skilled technology professionals may lead to a shortage in the availability of qualified personnel in the locations where Wincor Nixdorf operates and hires. Failure to hire and train or retain qualified technology professionals in sufficient numbers could have a material adverse effect on Wincor Nixdorf's business, results of operations and financial condition.

1.8.25 Increased energy and raw material costs could reduce Wincor Nixdorf's operating profit.

Energy prices, particularly petroleum prices, and raw material costs affect Wincor Nixdorf's business and margins. In recent years, the price of petroleum has been highly volatile, particularly due to the unstable political conditions in the Middle East and increasing international demand from emerging markets. Price increases in fuel and electricity costs increase Wincor Nixdorf's cost of operations. Any increase in the cost of energy would also increase Wincor Nixdorf's transportation costs. In addition, Wincor Nixdorf is subject to the risk of increased prices of raw materials that it uses in its business in the manufacturing of its products, such as the prices of metals, plastics and IT components. Although Wincor Nixdorf attempts to pass on higher energy and raw material costs to its customers, it is often not possible given the competitive markets in which Wincor Nixdorf operates.

1.8.26 If Wincor Nixdorf does not invest in and maintain reliable technology infrastructure and information systems, its ability to effectively manage its business could be negatively impacted.

It is periodically necessary to add to, replace, upgrade or modify Wincor Nixdorf's technology infrastructure and internal information systems. If Wincor Nixdorf is unable to expand, replace, upgrade or modify such systems in a timely and cost-effective manner, especially in light of demands on Wincor Nixdorf's information technology resources, Wincor Nixdorf's ability to capture and process financial transactions and, therefore, Wincor Nixdorf's financial condition, results of operations, or ability to comply with legal and regulatory reporting obligations, may be impacted.

1.8.27 Cybersecurity and data privacy issues could negatively impact Wincor Nixdorf's business.

Wincor Nixdorf collects, uses and stores personal information of its customers and their personnel in connection with certain of its service offerings. Wincor Nixdorf also may have access to personal information of its customers' customers in the course of servicing its products or third-party products. Additionally, Wincor Nixdorf collects, uses and stores personal information of its employees and of contractor personnel in the ordinary course of business. While Wincor Nixdorf uses commercially available security technologies to safeguard this personal data and implements access controls to limit the risk of unauthorized use or disclosure by employees and contractors, a breach of these security measures could result in unauthorized access to, or disclosure of, personal data, resulting in claims, costs and reputational harm that could materially and adversely affect Wincor Nixdorf's operating results.

Wincor Nixdorf may also detect, or may receive notice from third parties (including governmental agencies) regarding, potential vulnerabilities in its information technology systems, its products, or third-party products used in conjunction with its products. Even if these potential vulnerabilities do not result in a data breach, their existence can adversely affect customer confidence and Wincor Nixdorf's reputation in the marketplace. To the extent such vulnerabilities require remediation, such remedial measures could require significant resources and may not be implemented before such vulnerabilities are exploited.

Table of Contents**1.8.28 *Wincor Nixdorf may face the interruption of its supply chain, including the inability of third parties to deliver parts, components and services on time, and Wincor Nixdorf may be subject to rising raw material prices.***

Wincor Nixdorf's financial performance depends in part on reliable and effective supply chain management for components, sub-assemblies and other materials. Capacity constraints and supply shortages resulting from ineffective supply chain management may lead to delays and additional cost. Wincor Nixdorf relies on third parties to supply it with parts, components and services. Using third parties to manufacture, assemble and test products reduces Wincor Nixdorf's control over manufacturing yields, quality assurance, product delivery schedules and costs. The third parties that supply Wincor Nixdorf with parts and components also have other customers and may not have sufficient capacity to meet all of their customers' needs, including Wincor Nixdorf's needs, during periods of excess demand. Component supply delays can affect Wincor Nixdorf's performance.

Although Wincor Nixdorf works closely with its suppliers to avoid supply-related problems, there can be no assurance that Wincor Nixdorf will not encounter supply problems in the future or that Wincor Nixdorf will be able to replace a supplier that is not able to meet its demand. This risk is particularly evident in businesses with a very limited number of suppliers. Shortages and delays could materially harm Wincor Nixdorf's business. Unanticipated increases in the price of components or raw materials due to market shortages or other reasons could also adversely affect the performance of Wincor Nixdorf's business. Furthermore, Wincor Nixdorf may be exposed to the risk of delays and interruptions of the supply chain as a consequence of natural disasters in case Wincor Nixdorf is unable to identify alternative sources of supply or ways of transportation in a timely manner or at all. A general shortage of materials, components or sub-components as a result of natural disasters also bears the risk of unforeseeable fluctuations in prices and demand, which might adversely affect Wincor Nixdorf's business, financial condition and results of operations.

Wincor Nixdorf purchases certain raw materials such as IT components, metal and plastics and are exposed to fluctuations in energy and raw material prices. In recent times, commodities have been subject to volatile markets, and such volatility is expected to continue. If Wincor Nixdorf is not able to compensate for its increased costs or pass them on to customers, price increases could have a material adverse impact on Wincor Nixdorf's business, financial condition and results of operations. In contrast, in times of falling commodity prices, Wincor Nixdorf may not fully profit from such price decreases as it attempts to reduce the risk of rising commodity prices by several means, such as long-term contracting or physical and financial hedging. In addition to price pressure that Wincor Nixdorf may face from customers expecting to benefit from falling commodity prices or adverse market conditions, this could also adversely affect Wincor Nixdorf's business, financial condition and results of operations.

1.8.29 *Wincor Nixdorf faces uncertainties with regard to regulations, lawsuits and other related matters.*

In the normal course of business, Wincor Nixdorf is subject to proceedings, lawsuits, claims and other matters, including, for example, those that relate to the environment, health and safety, labor and employment, employee benefits, import/export compliance, intellectual property, data privacy and security, product liability, commercial disputes and regulatory compliance, among others. Because such matters are subject to many uncertainties, their outcomes are not predictable and Wincor Nixdorf must make certain estimates and assumptions in its consolidated financial statements. There can be no assurances that the amounts required to satisfy alleged liabilities from such matters will not impact future operating results. Additionally, Wincor Nixdorf is subject to diverse and complex laws and regulations, including those relating to corporate governance, environmental safety and the discharge of materials into the environment, product safety, import and export compliance, data privacy and security, antitrust and competition, government contracting, anti-corruption, and labor and human resources, which are rapidly changing and subject to many possible changes in the future. Compliance with these laws and regulations, including changes in

accounting standards, and taxation requirements, among others, may create a substantial burden and substantially increase costs to Wincor Nixdorf's organization or could have an impact on Wincor Nixdorf's future operating results.

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Additionally, doing business on a worldwide basis requires Wincor Nixdorf and its subsidiaries to comply with the laws and regulations of Germany, various European jurisdictions, the U.S. government and various other international jurisdictions. As Wincor Nixdorf expands further into new countries and markets, these risks could intensify. As a company domiciled in Germany with securities listed in Germany, Wincor Nixdorf is subject to European, German, and other regulatory requirements. Changes in laws and regulations and related interpretations, including changes in accounting standards and taxation requirements, and increased enforcement actions and penalties, may alter the business environment in which Wincor Nixdorf operates. Regulatory requirements have become significantly more stringent in recent years, and some legislation, such as the anticorruption legislation in Germany, the FCPA, the UK Bribery Act, and other local laws prohibiting corrupt payments by employees, vendors, distributors, or agents, is being applied more rigorously. For example, U.S. and foreign anti-corruption laws and regulations, such as the FCPA, generally prohibit U.S. companies or agents acting on behalf of such companies from making improper payments to foreign officials for the purpose of obtaining or keeping business. In addition, the U.S. Treasury Department's Office of Foreign Assets Control and the U.S. Department of State, the European Union, the United Nations and their member countries, and other governments, administer broad sanctions programs that might affect Wincor Nixdorf as a company with worldwide operations. If Wincor Nixdorf is not in compliance with such laws and regulations, it could be subject to criminal and civil penalties, which may cause harm to its reputation and could have an adverse effect on its business, financial condition and results of operations.

1.8.30 Wincor Nixdorf is subject to extensive export control and sanctions regulations due to its worldwide operations.

Companies that conduct business with customers in sanctioned countries, such as Iran, Syria and Cuba, are subject to increasingly expansive export control regulations, embargoes, economic sanctions or other forms of trade restrictions imposed by the U.S., the European Union or other countries or organizations. New or expanded export control regulations, economic sanctions, embargoes or other forms of trade restrictions imposed on Iran, Syria or on other sanctioned countries may also be promulgated. Wincor Nixdorf is also aware of initiatives by institutional investors, such as pension funds or other companies, to adopt or consider adopting policies prohibiting investment in and transactions with, or requiring divestment of interests in entities doing business with, Iran and other countries identified as state sponsors of terrorism by the U.S. Secretary of State.

1.8.31 Wincor Nixdorf's sales in emerging markets involve numerous additional risks.

Wincor Nixdorf expects that sales to emerging markets will continue to account for a portion of its total net sales, as Wincor Nixdorf's business naturally evolves and as developing nations and regions around the world increase their demand for Wincor Nixdorf's product offering. Emerging market operations involve various risks, including civil unrest, health concerns, cultural differences such as employment and business practices, volatility in gross domestic product, economic and governmental instability, the potential for nationalization of private assets and the imposition of exchange controls. Operations in China are influenced by a legal system that is still developing and is subject to change. Wincor Nixdorf's growth strategy could be limited by governments supporting local industries. Wincor Nixdorf's business could be adversely affected if future demand, prices and gross domestic product in the markets in which Wincor Nixdorf operates do not develop as favorably as expected due to such regulatory measures. If any of these risks or similar risks associated with international operations were to materialize, Wincor Nixdorf's business, financial condition and results of operations could be materially adversely affected.

Table of Contents***1.8.32 Current and future investigations regarding allegations of public corruption, antitrust violations and other illegal acts could have a material adverse effect on Wincor Nixdorf's business, financial condition and results of operations and on its reputation.***

If Wincor Nixdorf is found to have been engaged in public corruption, antitrust violations or other illegal acts, as a result of business engaged in with governments and government-owned enterprises around the world, such activities may impair Wincor Nixdorf's ability to do business with these or other organizations. Corruption, antitrust and related proceedings may lead to criminal and civil fines as well as penalties, sanctions, injunctions against future conduct, profit disgorgements, disqualifications from directly and indirectly engaging in certain types of business, the loss of business licenses or permits or other restrictions. Accordingly, Wincor Nixdorf could in the future be required to record material provisions to cover potential liabilities arising in connection with such investigations and proceedings, including potential tax penalties.

If Wincor Nixdorf is involved in ongoing and potential future corruption or antitrust proceedings, such proceedings could damage Wincor Nixdorf's reputation and have an adverse impact on Wincor Nixdorf's ability to compete for business from public and private sector customers around the world. If Wincor Nixdorf or its subsidiaries are found to have engaged in certain illegal acts or not to have taken effective steps to address allegations or findings of corruption or antitrust violations in their business, this may impair Wincor Nixdorf's ability to participate in business with governments or intergovernmental organizations and may result in Wincor Nixdorf's formal exclusion from such business. Even if Wincor Nixdorf is not formally excluded from participating in government business, government agencies or intergovernmental or supranational organizations may informally exclude Wincor Nixdorf from tendering for or participating in certain contracts. For example, legislation of member states of the European Union could in certain cases result in the mandatory or discretionary exclusion of Wincor Nixdorf from public contracts in case of a conviction for bribery and certain other offences or for other reasons. Ongoing or potential future investigations into allegations of corruption or antitrust violations could also impair existing relationships with, and Wincor Nixdorf's ability to acquire new private sector business partners. For instance, such investigations may adversely affect Wincor Nixdorf's ability to pursue potentially important strategic projects and transactions, such as strategic alliances, joint ventures or other business combinations, or could result in the cancellation of certain existing contracts and third parties, including competitors, could initiate significant third-party litigation.

In addition, future developments in ongoing and potential future investigations, such as responding to the requests of governmental authorities and cooperating with them, could divert management's attention and resources from other issues facing the business. The materialization of any of these risks could have a material adverse effect on Wincor Nixdorf's business, financial condition and results of operations and on Wincor Nixdorf's reputation.

1.8.33 Wincor Nixdorf's business, financial condition and results of operations could suffer as a result of current or future litigation.

Wincor Nixdorf is subject to numerous risks relating to legal, governmental and regulatory proceedings to which it either is a party now or may become a party in the future. Wincor Nixdorf routinely becomes subject to legal, governmental and regulatory investigations and proceedings involving, among other things, requests for arbitration, allegations of improper delivery of goods or services, product liability, product defects, quality problems, intellectual property infringement, non-compliance with tax regulations and/or alleged or suspected violations of applicable laws. There can be no assurance that the results of these or any other proceedings will not materially harm Wincor Nixdorf's business, financial condition and results of operations. Moreover, even if Wincor Nixdorf ultimately prevails on the merits in any such proceedings, it may have to incur substantial legal fees and other costs defending itself against the underlying allegations. Under certain circumstances Wincor Nixdorf records a provision for risks arising from legal disputes and proceedings. In addition, Wincor Nixdorf maintains liability insurance for certain

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legal risks at levels management believes are appropriate and consistent with industry practice. Wincor Nixdorf's insurance policy, however, does not protect against reputational damage. Moreover, Wincor Nixdorf may incur losses relating to legal proceedings beyond the limits, or outside the coverage, of such insurance or exceeding any provisions made for legal proceedings related losses. Finally, there can be no assurance that Wincor Nixdorf will be able to maintain adequate insurance coverage on commercially reasonable terms in the future. Each of these risks may have a material adverse effect on Wincor Nixdorf's business, financial condition and results of operations.

1.8.34 Examinations by tax authorities and changes in tax regulations could adversely affect Wincor Nixdorf's business, financial condition and results of operations.

Wincor Nixdorf operates in many countries and therefore is subject to different tax regulations. Changes in tax law in any of these jurisdictions could result in higher tax expense and payments. Furthermore, legislative changes could materially impact Wincor Nixdorf's tax receivables and liabilities as well as deferred tax assets and deferred tax liabilities. In addition, the uncertain tax environment in some regions could limit Wincor Nixdorf's ability to enforce its rights. As a globally operating organization, Wincor Nixdorf conducts business in countries subject to complex tax rules, which may be interpreted in different ways. Future interpretations or developments of tax regimes may affect Wincor Nixdorf's business, financial condition and results of operations. Wincor Nixdorf is regularly examined by tax authorities in various jurisdictions.

1.8.35 Wincor Nixdorf's insurance may not be sufficient to cover all of its potential liabilities.

Wincor Nixdorf maintains insurance policies that provide limited coverage for some, but not all, of the potential risks and liabilities associated with its businesses. The policies are subject to deductibles and exclusions that result in Wincor Nixdorf's retention of a level of risk on a self-insurance basis. For some risks, Wincor Nixdorf may not obtain insurance if it believes the cost of available insurance is excessive relative to the risks presented. As a result of market conditions, premiums and deductibles for certain insurance policies can increase substantially, and in some instances, certain insurance may become unavailable or available only for reduced amounts of coverage. As a result, Wincor Nixdorf may not be able to renew its existing insurance policies or procure other desirable insurance on commercially reasonable terms, if at all. Even where insurance coverage applies, insurers may contest their obligations to make payments. Wincor Nixdorf's financial condition, results of operations and cash flows could be materially and adversely affected by losses and liabilities from un-insured or under-insured events, as well as by delays in the payment of insurance proceeds, or the failure by insurers to make payments. Wincor Nixdorf also may incur costs and liabilities resulting from claims for damages to property or injury to persons arising from Wincor Nixdorf's operations.

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2. GENERAL INFORMATION

2.1 Responsibility Statement

Diebold, Incorporated, with its registered and principal executive offices at 5995 Mayfair Road, P.O. Box 3077, North Canton, Ohio 44720-8077, United States of America (the **United States**), incorporated under the laws of the state of Ohio, and registered with the Ohio Secretary of State under entity number 1276 (**Diebold, Inc.** , together with its consolidated subsidiaries, **Diebold** or **we** , **us** , **our**), assumes responsibility for the contents of this Annex 4 to the Offer Document (the **Prospectus**). Notwithstanding the declaration of acceptance of responsibility for the contents of the Offer Document in Section 21 of the main part of the Offer Document, Diebold, Inc. declares that the information contained in this Prospectus is, to the best of its knowledge, correct and does not contain any material omissions.

Where a claim relating to the information contained in this Prospectus is brought before a court, the plaintiff investor might, under the national legislation of the member states of the European Economic Area, have to bear the costs of translating the Prospectus before the legal proceedings are initiated.

2.2 Subject Matter of this Prospectus

On November 23, 2015, Diebold, Inc. announced its intention to offer to exchange each Wincor Nixdorf ordinary share that is validly tendered in the voluntary takeover offer pursuant to the German Takeover Act (*Wertpapiererwerbs- und Übernahmegesetz*) to the shareholders of Wincor Nixdorf Aktiengesellschaft (the **Offer** or **Exchange Offer**) and not properly withdrawn for:

38.98 in cash; and

0.434 Diebold common shares.

The subject matter of this Prospectus is the issuance and public offering of new common shares (ISIN US2536511031), \$1.25 par value per share, in an amount of up to 12,940,236 shares representing approximately 19.91 percent of the total number of outstanding common shares of Diebold, Inc. (the **Diebold Common Shares**) in connection with the Offer. Under its articles of incorporation, Diebold is authorized to issue up to a total of 125,000,000 common shares, \$1.25 par value per share, and new common shares in an amount of up to 19.91 percent of the total number of outstanding common shares of Diebold are expected to be issued pursuant to a resolution of the board of directors approved at a meeting on November 21, 2015, authorizing Diebold, Inc. to issue new Diebold Common Shares subject to the satisfaction or, where permissible, waiver of the conditions to the Offer set forth in the section of this Prospectus titled *3.5 Conditions to the Offer*. The shares are expected to be issued three business days after publication of the results of the additional acceptance period or, if later, the satisfaction of the regulatory condition, which may remain outstanding until November 21, 2016. The entity offering the Diebold Common Shares in connection with the Offer is Diebold, Incorporated, 5995 Mayfair Road, P.O. Box 3077, North Canton, Ohio 44720-8077, United States, registered with the Ohio Secretary of State under entity number 1276.

2.3 Listing of Diebold Common Shares

Diebold's common shares are listed and traded on the New York Stock Exchange (**NYSE**), and Diebold will apply to list the Diebold Common Shares issued to Wincor Nixdorf shareholders on the NYSE. In connection with the Offer and prior to the time of delivery of Diebold Common Shares to the Wincor Nixdorf shareholders under the Offer, Diebold will also apply to list all Diebold Common Shares on the regulated market segment (*Regulierter Markt*) of the Frankfurt Stock Exchange (*Frankfurter Wertpapierbörse*) with a concurrent listing in the subsegment of the regulated market with additional post-admission obligations (Prime Standard). The Diebold Common Shares issued to Wincor Nixdorf shareholders will be fully fungible with the existing Diebold Common Shares, including with respect to dividend entitlements

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The listing on the NYSE and on the Frankfurt Stock Exchange is intended to enhance liquidity in Diebold Common Shares, while preserving current Wincor Nixdorf shareholders' access to Wincor Nixdorf's historic trading market in Germany. Nevertheless, as with the dual listings of certain other issuers, the liquidity in the market for Diebold Common Shares may be adversely affected if trading is split between two markets at least in the short term and could result in price differentials of Diebold Common Shares between the two exchanges. See the section of this Prospectus titled *1.6 Risks Relating to Investing and Ownership of Diebold Common Shares*.

If all conditions to the Offer have been satisfied by the end of the Additional Acceptance Period (as defined under *3.6.2.1 Additional Acceptance Period*) and the Offer is consummated without undue delay thereafter, Diebold expects admission to trading on the Frankfurt Stock Exchange to occur on April 25, 2016 and commencement of trading on the NYSE and on the Frankfurt Stock Exchange on April 27, 2016. If the regulatory condition, which may remain outstanding until November 21, 2016, is not satisfied by the end of the additional acceptance period (or waived until one working day prior to the end of the acceptance period) settlement of the Offer will be delayed until satisfaction of the regulatory condition; admission to, and commencement of, trading will be delayed accordingly.

2.4 Effect of the Offer on the Market for Wincor Nixdorf Ordinary Shares

The exchange of Wincor Nixdorf ordinary shares by Diebold pursuant to the Offer and the business combination agreement concluded between Diebold and Wincor on November 23, 2015 (the **Business Combination Agreement**) will reduce the number of Wincor Nixdorf ordinary shares that might otherwise trade publicly and will reduce the number of holders of Wincor Nixdorf ordinary shares, which could adversely affect the liquidity and market value of the remaining Wincor Nixdorf ordinary shares held by the public. The extent of the public market for Wincor Nixdorf ordinary shares and the availability of quotations reported in the over-the-counter market depends upon the number of shareholders holding Wincor Nixdorf ordinary shares, the aggregate market value of the shares remaining at such time, the interest of maintaining a market in the shares on the part of any securities firms and other factors. As of January 27, 2016, Wincor Nixdorf had issued 33,084,988 ordinary shares. See the section of this Prospectus titled *13.11 Effect of the Business Combination on the Market for Wincor Nixdorf Ordinary Shares; Frankfurt Stock Exchange Listing*.

2.5 General and Specific Information About the Diebold Common Shares

2.5.1 Voting Rights

The shares offered to Wincor Nixdorf shareholders are Diebold Common Shares, par value \$1.25 per share, with full dividend rights. The holders of Diebold Common Shares are entitled to one vote for each share upon all matters presented to the shareholders and, upon proper notice, are entitled to cumulative voting rights (if invoked) in the election of directors. There are no voting right restrictions or preferences with respect to major shareholders of Diebold. For a more detailed discussion, see the sections of this Prospectus titled *20. Description of Share Capital of Diebold and Applicable Regulations* and *30. Comparison of Holders' Rights*.

2.5.2 Dividend and Liquidation Rights

The Diebold Common Shares offered to the Wincor Nixdorf shareholders will carry full dividend rights following the Closing Date (as defined under *3.10 Settlement*) and grant the same rights as all other Diebold Common Shares. The

holders of Diebold Common Shares are entitled to receive such dividends as Diebold's board of directors from time to time may declare out of funds legally available. Entitlement to dividends is subject to the preferences granted to other classes of securities Diebold may have outstanding in the future, including any serial preferred shares, and may be restricted by the terms of Diebold's debt instruments. In the event of liquidation of Diebold, holders of Diebold Common Shares are entitled to

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share in any assets of Diebold remaining after satisfaction in full of its liabilities and satisfaction of such dividend and liquidation preferences of holders of other classes of securities of Diebold, Inc., including any serial preferred shares. Diebold may not issue any fractions of shares upon any occasion of the declaration, issuance and distribution of a dividend payable in shares; all such fractions to which any shareholder might otherwise be entitled in connection with any such declaration, issuance, distribution or exchange will be eliminated and disposed of by such method, authorized, permitted or not prohibited by law, as may be determined by Diebold's board of directors. For a more detailed discussion, see the sections of this Prospectus titled *5. Dividends and Distributions; Results and Dividends Per Share* and *20. Description of Share Capital of Diebold and Applicable Regulations*.

2.5.3 Form and Certification

Diebold Common Shares are uncertificated registered shares. The new Diebold Common Shares will be created in book-entry form by the transfer agent and registrar of Diebold, Inc. Wells Fargo Shareowner Services, P.O. Box 64874, St. Paul, MN 55164-0874, United States, in a securities account with The Depository Trust Company, 55 Water Street, New York, NY 10041, United States, (**DTC**) pursuant to issuance instructions by an authorized officer of Diebold under the resolutions adopted by the board of directors on November 21, 2015. For Diebold Common Shares traded on the Frankfurt Stock Exchange, Clearstream Banking Aktiengesellschaft, Mergenthalerallee 61, 65760 Eschborn, Germany, (**Clearstream**) holds a cover portfolio through a direct account with DTC.

2.5.4 Currency of the Issuance

The Diebold Common Shares are denominated in U.S. dollars.

2.5.5 ISIN/WKN/Common Code/Ticker Symbol

The International Securities Identification Number, the German Securities Code, the Common Code and the Ticker Symbol of the Diebold Common Shares will be as follows:

International Securities Identification Number (ISIN)	US2536511031
German Securities Code (<i>Wertpapierkennnummer</i>) (WKN)	856244
Common Code	1030970
Ticker Symbol	DBD (NYSE); DLD (Frankfurt Stock Exchange)

2.5.6 Existing Quotation

Diebold Common Shares are listed and traded on the NYSE under the trading symbol **DBD**.

2.5.7 Transferability of Diebold Common Shares

Diebold Common Shares are transferable in accordance with applicable law. As of the consummation of the Offer, and subject to applicable law, trading of Diebold Common Shares will not be subject to any prohibitions on disposals or any restrictions with respect to the transferability of the Diebold Common Shares.

2.6 Total Cost of the Issuance; Material Transaction Fees

Assuming all outstanding Wincor Nixdorf Ordinary Shares (as defined in section *3.1 Subject Matter* below) are tendered in the Offer, Diebold expects the total amount of cash consideration payable will be approximately 1,162.2 million (approximately \$1,297.2 million converted from euros at \$1.1162 to 1,

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based on the noon buying rate on September 30, 2015), and the total number of Diebold Common Shares issued to Wincor Nixdorf shareholders will be approximately 12.9 million. Diebold intends to fund the cash portion of the offer consideration and other expenses incurred in connection with the Offer from new credit facilities and senior unsecured notes. Diebold currently estimates that it will incur approximately \$216.6 million of legal, banking and other professional fees and costs related to the business combination between Diebold and Wincor Nixdorf (the **Business Combination**), including the admission of the Diebold Common Shares to trading on the NYSE and on the Frankfurt Stock Exchange, of which approximately \$95.1 million will be payable regardless of whether the Business Combination is completed. Diebold will not charge any of these costs to Wincor Nixdorf shareholders who accept the Offer.

2.7 Forward-Looking Statements

Certain statements and assumptions in this Prospectus are based on forward-looking information and involve risks and uncertainties. These forward-looking statements include, but are not limited to, statements regarding Diebold's Offer to acquire Wincor Nixdorf AG, its financing of such acquisition, its expected future performance (including expected results of operations and financial guidance), and Diebold's future financial condition, operating results, strategy and plans. Forward-looking statements may be identified by the use of the words anticipates, expects, intends, plans, believes, estimates, potential, target, predict, project, seek, and variations or similar expressions. These words are used to identify forward-looking statements. These forward-looking statements reflect the respective current views of Diebold with respect to future events and involve significant risks and uncertainties that could cause actual results to differ materially. These factors include, without limitation:

Diebold's ability to successfully consummate the purchase of Wincor Nixdorf AG, including obtaining and consummating the necessary financing, hedging transactions and satisfying closing conditions;

the ultimate outcome and results of integrating the operations of Diebold and Wincor Nixdorf, the ultimate outcome of the combined company's commercial and operating strategy and the ultimate ability to realize synergies;

the effects of a combination of Diebold and Wincor Nixdorf, including Diebold's future financial condition, operating results, strategy and plans;

the effects of governmental regulation on Diebold's and Wincor Nixdorf's businesses or potential Business Combination transactions;

the ability to obtain regulatory approvals and meet other conditions to the Offer, on a timely basis;

Diebold's ability to realize any of the contingent purchase price consideration related to its sale of its North America electronic security business;

the success of Diebold's strategic business alliance with Securitas AB;

competitive pressures, including pricing pressures and technological developments;

changes in Diebold's and Wincor Nixdorf'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 Diebold's and Wincor Nixdorf's operations;

global economic conditions, including any additional deterioration and disruptions in the financial markets, including bankruptcies, restructurings or consolidations of financial institutions, which could reduce Diebold's and Wincor Nixdorf's customer base and/or adversely affect their customers' ability to make capital expenditures, as well as adversely impact the availability and cost of credit;

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acceptance of Diebold's and Wincor Nixdorf's product and technology introductions in the marketplace;

Diebold's and Wincor Nixdorf's ability to maintain effective internal controls;

changes in Diebold'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, including, but not limited to, Diebold's Brazil tax dispute;

variations in consumer demand for FSS technologies, products and services;

potential security violations to Diebold's and Wincor Nixdorf's information technology systems;

the investment performance of Diebold's and Wincor Nixdorf's pension plan assets, which could require Diebold and Wincor Nixdorf to increase their pension contributions, and significant changes in healthcare costs, including those that may result from government action;

the amount and timing of repurchases of common shares, if any;

the risks and uncertainties detailed by Diebold and Wincor Nixdorf with respect to their businesses in this Prospectus; and

other factors discussed elsewhere in this Prospectus, including the section of this Prospectus titled *1. Risk Factors*.

These forward-looking statements speak only as of the date hereof. Except to the extent required by applicable law or regulation, we undertake no obligation to update these forward-looking statements to reflect events or circumstances after the date of this Prospectus or to reflect the occurrence of unanticipated events.

2.8 Note on Presentation of Financial Information

This Prospectus includes Diebold's financial information prepared in accordance with United States Generally Accepted Accounting Principles (**U.S. GAAP**), as follows:

certain audited historical consolidated financial information of Diebold for the fiscal years ended December 31, 2014, 2013 and 2012 and as of December 31, 2014 and 2013 derived from Diebold's audited

consolidated financial statements that are presented on pages F.1-29 *et seq.*;

certain audited historical consolidated financial information of Diebold for the fiscal years ended December 31, 2013, 2012 and 2011 and as of December 31, 2013 and 2012 derived from Diebold's audited consolidated financial statements that are presented on pages F.1-78 *et seq.*;

certain historical consolidated financial information of Diebold for the fiscal years ended December 31, 2011 and 2010 and as of December 31, 2012, 2011 and 2010 that is derived from Diebold's audited consolidated financial statements;

certain unaudited historical consolidated financial information of Diebold for the nine months ended and as of September 30, 2015 and for the nine months ended September 30, 2014 that is derived from Diebold's unaudited condensed consolidated financial statements that are presented on pages F.1-2 *et seq.*; and

certain unaudited historical consolidated balance sheet information as of September 30, 2014 that is derived from Diebold's unaudited condensed consolidated financial statements.

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This Prospectus also includes Wincor Nixdorf's financial information, prepared in accordance with International Financial Reporting Standards (**IFRS**), as issued by the International Accounting Standards Board (**IASB**), as follows:

certain historical consolidated financial information of Wincor Nixdorf for the fiscal years ended September 30, 2015, 2014 and 2013 and as of September 30, 2015 and 2014, derived from Wincor Nixdorf's audited financial statements that are presented on pages F.2-2 *et seq.*; and

certain historical consolidated financial information for the fiscal years ended September 30, 2012 and 2011 and as of September 30, 2013, 2012 and 2011 derived from Wincor Nixdorf's audited financial statements for such years.

Diebold's fiscal year ends on December 31 of each calendar year and Wincor Nixdorf's fiscal year ends on September 30 of each calendar year. Wincor Nixdorf's financial information is presented in euro, except that, in some instances, information in U.S. dollars is provided in the consolidated financial statements and information included elsewhere in this Prospectus.

This Prospectus also includes unaudited pro forma financial information of Diebold and Wincor Nixdorf prepared in accordance with U.S. GAAP:

certain income statement information of Diebold for the Diebold fiscal year ended December 31, 2014 and the nine months ended September 30, 2015, and balance sheet information for Diebold as of September 30, 2015; and

certain income statement information of Wincor Nixdorf for the Wincor Nixdorf fiscal year ended September 30, 2014 and the nine months ended June 30, 2015, and balance sheet information for Wincor Nixdorf as of June 30, 2015.

Certain totals in the tables included in this Prospectus may not calculate due to rounding. Negative amounts are presented in parentheses.

2.9 Currency Presentation

All references in this Prospectus to euro and refer to the currency introduced at the start of the third stage of European Economic and Monetary Union pursuant to the Treaty on the Functioning of the European Union, as amended, and all references to U.S. dollars, U.S.\$ and \$ refer to the currency of the United States.

2.10 Exchange Rates

The table below shows the high, low, average and period end noon buying rates in The City of New York for cable transfers in foreign currencies as certified for customs purposes by the Federal Reserve Bank of New York for U.S.\$ per 1.00. The average is computed using the noon buying rate on the last business day of each month (for which data was presented) during the period indicated.

Period	Low	High	Average	Period End
Year ended December 31, 2015	1.0524	1.2015	1.1096	1.0859
Year ended December 31, 2014	1.2101	1.3927	1.3210	1.2101
Year ended December 31, 2013	1.2774	1.3816	1.3303	1.3779
Year ended December 31, 2012	1.2062	1.3463	1.2909	1.3186
Year ended December 31, 2011	1.2926	1.4875	1.4002	1.2973
Year ended December 31, 2010	1.1959	1.4536	1.3216	1.3269

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The table below shows the high and low noon buying rates for euro for each month during the six months prior to the date of this prospectus.

Period	Low	High
January 2016 (through January 22, 2016)	1.0743	1.0964
December 2015	1.0573	1.1025
November 2015	1.0562	1.1026
October 2015	1.0963	1.1437
September 2015	1.1104	1.1358
August 2015	1.0868	1.1580
July 2015	1.0848	1.1150

On January 22, 2016, the noon buying rate for U.S. dollars was 1.00 = U.S.\$1.0814.

2.11 Sources of Market Data

In this Prospectus we include and refer to industry and market data, including market share, ranking and other data, derived from or based upon a variety of official, non-official and internal sources, such as internal surveys and management estimates, market research, and publicly available information. Market share, ranking and other data contained in this Prospectus may also be based on our good-faith estimates, our own knowledge and experience and such other sources as may be available.

The following sources were used in the preparation of this Prospectus:

Retail Banking Research, Global ATM Market and Forecasts to 2020 (2015);

Bain, Retail Cash Management: Market analysis and key players assessment (2014);

IHL Group, IHL Retail POS Terminal Market Studies (2015);

European Central Bank, Statistical Data Warehouse, Number of Branches, EU 28 (fixed composition), Domestic (home or reference area) (1999-2014).

References to information in this Prospectus concerning markets and market trends were obtained from the above-mentioned market studies and other sources. Diebold, Inc. has accurately reproduced such information and, as far as it is aware and able to ascertain from information published by such third parties, no facts have been omitted that would render the reproduced information inaccurate or misleading. Nevertheless, Wincor Nixdorf shareholders are advised to consider this data with caution. Market share data may change and cannot always be verified with complete certainty due to limits on the availability and reliability of raw data, the voluntary nature of the data-gathering process, different methods used by different sources to collect, assemble, analyze or compute market data, and other limitations and uncertainties inherent in any statistical survey of market shares or size. Industry publications and surveys and forecasts generally state that the information contained therein has been obtained from

sources believed to be reliable, but there can be no assurance as to the accuracy or completeness of included information. Although we believe that this information is reliable, we have not independently verified the data from third-party sources.

Wincor Nixdorf shareholders should note that Diebold's own estimates and statements of opinion and belief are not always based on studies of third parties. In a limited number of markets where registration data are not available, we calculate our market share based on estimates relating to sales to final customers. Such data may differ from data relating to shipments to our dealers and distributors. While we believe our internal estimates with respect to our industry are reliable, our internal company surveys and management estimates have not been verified by an independent expert, and we cannot guarantee that a third party using different methods to assemble, analyze or compute market data would obtain or generate the same result. The market share data presented in this Prospectus represents the best estimates available from the sources indicated but, in particular as they relate to market share and our future expectations, involve risks and uncertainties and are subject to change based on various factors, including those discussed under the caption *1. Risk Factors*.

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2.12 Where You Can Find More Information; Documents Available for Inspection

Diebold files annual, quarterly and special reports, and other information with the U.S. Securities and Exchange Commission (**SEC**) under the U.S. Securities Exchange Act of 1934, as amended (the **Exchange Act**). You may read and copy this information at the SEC public reference room located at 100 F Street, N.E., Room 1580, Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the public reference room. The SEC filings of Diebold are also available to the public at the SEC website at <http://www.sec.gov>. In addition, you may inspect these annual, quarterly and special reports, and other information Diebold files with the SEC at the offices of the New York Stock Exchange, 20 Broad Street, New York, New York 10005.

Diebold has filed a registration statement on Form S-4 under the U.S. Securities Act of 1933 (the **Securities Act**) with the SEC with respect to the registration of the Diebold Common Shares to be issued in the Exchange Offer (the **Registration Statement**). The Registration Statement and its exhibits are available for inspection and copying as set forth above.

You may obtain a copy of the exchange offer document free of charge in German language from the settlement agent for the Offer: Deutsche Bank Aktiengesellschaft, ICSS/Issuer Services/Post-IPO Services, Taunusanlage 12, 60325 Frankfurt am Main, Germany, facsimile: +49 69 910 38794, email: dct.tender-offers@db.com (**Settlement Agent**), and in German language (and a non-binding English translation which has, however, not been reviewed or approved by the German Federal Financial Supervisory Authority (Bundesanstalt für Finanzdienstleistungsaufsicht **BaFin**) on Diebold's website (<http://www.diebold.com>) under *Company/Investor Relations*. In the United States, Diebold will also file the English translation of the exchange offer document with the SEC shortly following the publication of the exchange offer document. In addition, U.S. shareholders of Wincor Nixdorf can request, free of charge, the delivery of the English translation of the exchange offer document to the United States either by contacting us or the Settlement Agent.

Wincor Nixdorf makes its annual and interim reports and other information available on its website at <http://www.wincor-nixdorf.com>. Information contained in or otherwise accessible through this website is not part of this document.

During the time of effectiveness of this Prospectus, the following documents, or copies thereof, may be inspected during regular business hours at Diebold's offices at 5995 Mayfair Road, P.O. Box 3077, North Canton, Ohio 44720-8077, United States:

the articles of incorporation and the code of regulations of Diebold;

the audited consolidated financial statements (U.S. GAAP) of Diebold as of December 31, 2014 and 2013 and for the years ended December 31, 2014, 2013 and 2012;

the unaudited condensed consolidated financial statements (U.S. GAAP) of Diebold as of September 30, 2015 and for the nine months ended September 30, 2015 and 2014; and

the unaudited pro forma condensed combined financial information (U.S. GAAP) of Diebold for the fiscal year ended December 31, 2014 and as of and for the nine months ended September 30, 2015.

These documents will also be available in electronic form for twelve months after publication of the Exchange Offer on Diebold's website (<http://www.diebold.com>) under *Company/Investor Relations*. Information contained on Diebold's website does not constitute part of this Prospectus. Website addresses in this Prospectus are inactive text references and are not intended to be actual links to the website.

2.13 Material Interests in the Offer

On November 23, 2015, Diebold entered into (i) a bridge credit agreement among, *inter alios*, J.P. Morgan Securities LLC and Credit Suisse Securities (USA) LLC as joint lead arrangers and joint bookrunners, JPMorgan Chase Bank, N.A. as administrative agent and a lender, Credit Suisse AG, Cayman Islands

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Branch, as syndication agent and a lender and Diebold as borrower (the **Bridge Credit Agreement**), and (ii) a bank credit agreement among, *inter alios*, J.P. Morgan Securities LLC and Credit Suisse Securities (USA) LLC as joint lead arrangers and joint bookrunners, JPMorgan Chase Bank, N.A. as administrative agent and a lender, Credit Suisse AG, Cayman Islands Branch as syndication agent and a lender and Diebold as borrower (the **Bank Credit Agreement**). J.P. Morgan Securities LLC, Credit Suisse Securities (USA) LLC, JPMorgan Chase Bank, N.A., and Credit Suisse AG, Cayman Islands Branch have a potential interest in the Business Combination because the fees under the credit agreements, in whole or in part, depend on the success of the Offer. In addition, Credit Suisse Securities (USA) LLC and J.P. Morgan Securities LLC are providing certain investment banking and related services in connection with the Offer. Under all these arrangements, Diebold will pay customary fees for such services, which fees, in whole or in part, depend on the success of the Offer. Therefore, the parties have an interest in the success of the Offer.

No expert or counsel named in this Prospectus as having prepared or certified any part of this Prospectus or having given an opinion upon the validity of the securities being registered or upon other legal matters in connection with the registration or offering of the Diebold Common Shares was employed on a contingency basis, or had, or is to receive, in connection with the offering, a substantial interest, direct or indirect, in Diebold, Inc. or any of its subsidiaries. Nor was any such person connected with Diebold, Inc., or any of its subsidiaries, a promoter, managing or principal underwriter, voting trustee, director, officer, or employee.

For a discussion of the material interests of Wincor Nixdorf's supervisory board and management board in the Business Combination, see *22. Material Interests of Wincor Nixdorf's Supervisory Board and Management Board in the Business Combination*.

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3. THE OFFER

The following is a description of the principal terms of the Offer. We urge you to read this section, the exchange offer document, and the information contained in the remainder of this Prospectus, including the exhibits and annexes in their entirety prior to making any decision as to the matters described in this section. The below description of the principal terms of the Offer is qualified in its entirety by the description of the Offer in the exchange offer document.

3.1 Subject Matter

Diebold seeks to acquire all Wincor Nixdorf ordinary bearer shares, without par value (*auf den Inhaber lautende Stammaktien ohne Nennbetrag*) (ISIN DE000A0CAYB2) (**Wincor Nixdorf Ordinary Shares**), with all ancillary rights.

The acceptance period starts on February 5, 2016 and will expire at 12: 00 midnight, at the end of March 22, 2016, Central European Time, unless extended.

Important notices with respect to the Offer will be made in the manner described under *3.18 Publications* .

The Offer is subject to a number of conditions set forth under *3.5 Conditions to the Offer*.

For a comparison of the rights of holders of Diebold Common Shares and Wincor Nixdorf Ordinary Shares, see the section of this Prospectus titled *30. Comparison of Holders' Rights*.

3.2 Offer Consideration

Upon the terms and subject to the conditions to the Offer, Diebold will offer to exchange, each Wincor Nixdorf Ordinary Share for:

38.98 in cash (the **Cash Component**); and

0.434 Diebold Common Shares (the **Share Component** and together with the Cash Component, the **Offer Consideration**).

If, within the two weeks prior to the end of the acceptance period, the Offer Consideration changes, including, for example, due to an increase in the number of Diebold Common Shares offered, made voluntarily or pursuant to the German Takeover Act, the Offer will, subject to applicable rules and regulations of the SEC and the terms and the conditions to the Offer, be extended by two weeks in accordance with Section 21(5) of the German Takeover Act. See *3.6.2 Extension, Termination and Amendment; Additional Acceptance Period*.

3.3 Important Notices

The Offer is subject to a number of conditions set forth under *3.5 Conditions to the Offer*. The conditions to the Offer must be satisfied or, where permissible, waived, prior to the end of the acceptance period, except for the

regulatory condition, which may remain outstanding after the end of the acceptance period. The regulatory condition must be satisfied on or prior to November 21, 2016 or waived at least one working day prior to the end of the acceptance period. If the conditions have not been satisfied, or, where permissible, waived, the Offer will not be completed and Wincor Nixdorf shareholders who have transferred Wincor Nixdorf Ordinary Shares in the Offer will have their shares re-booked to their accounts.

Each Wincor Nixdorf shareholder by accepting the Offer, unless such acceptance is properly withdrawn prior to the end of the acceptance period, authorizes the Settlement Agent to transfer the Diebold Common Shares such Wincor Nixdorf shareholder is entitled to receive in the Offer to such shareholder's account in exchange for Wincor Nixdorf Ordinary Shares tendered by such Wincor Nixdorf shareholder in the Offer.

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By accepting the Offer, Wincor Nixdorf shareholders will transfer their tendered Wincor Nixdorf Ordinary Shares, including ancillary rights, on the Closing Date (as defined under *3.10 Settlement* below) directly to Diebold Holding Germany Inc. & Co. KGaA, subject to the satisfaction or, where permissible, waiver of the conditions to the Offer.

Diebold will not issue fractional Diebold Common Shares pursuant to the Offer. To the extent that holders of Wincor Nixdorf Ordinary Shares are entitled to fractional shares, those fractional entitlements will be aggregated and sold in the market and the proceeds of such sale distributed *pro rata* to the holders of Wincor Nixdorf Ordinary Shares entitled thereto no later than ten business days after the Closing Date in compliance with the German Takeover Act (*Wertpapiererwerbs- und Übernahmegesetz*) and customary banking practice in Germany. Because market prices of Diebold Common Shares will fluctuate, cash proceeds received by Wincor Nixdorf shareholders in respect of their fractional shares may be different than an amount calculated based on the market price of a Diebold Common Share on the Closing Date.

3.4 Purpose of the Offer

The purpose of the Offer is for Diebold to acquire control over Wincor Nixdorf and, following consummation of the Offer, to pursue a post-completion reorganization to effect a Business Combination of Wincor Nixdorf and Diebold and to acquire any outstanding Wincor Nixdorf Ordinary Shares not tendered in the Offer. Whether Diebold pursues a post-completion reorganization transaction following consummation of the Offer and the type of such transaction will depend on the percentage of Wincor Nixdorf Ordinary Shares acquired in the Offer and, to the extent legally permissible, in the open market. After the Business Combination, Diebold will own a majority or, if all Wincor Nixdorf shareholders tender in the Offer and do not properly withdraw their tendered Wincor Nixdorf Ordinary Shares, or, to the extent legally permissible, Diebold has acquired all remaining Wincor Nixdorf Ordinary Shares, if any, in the open market, or if a potential squeeze-out transaction is completed, all of the issued and outstanding Wincor Nixdorf Ordinary Shares. See *3.14 Plans for Wincor Nixdorf After the Offer* and the section of this Prospectus titled *13.9 Potential Post-Completion Reorganization; Squeeze-Out Transactions*.

3.5 Conditions to the Offer

This Offer and the agreements entered into as a result of accepting the Offer will only be settled if the following conditions have been satisfied on or prior to the end of the acceptance period or, where permissible, waived prior to their non-satisfaction and prior to the end of the working day before the end of the acceptance period, except for the regulatory condition, which may remain outstanding until November 21, 2016. Otherwise, the agreements entered into as a result of accepting the Offer will not be completed and will cease to exist. Tendered Wincor Nixdorf shares will be reassigned and re-booked where necessary to each respective custodian bank. Accordingly, the custodian banks will have to arrange for the tendered Wincor Nixdorf Ordinary Shares to be re-booked into ISIN DE000A0CAYB2 (WKN A0C AYB) without undue delay, and in any case, no later than five business days after the lapse of the Offer has been made known:

3.5.1 Minimum Tender Condition

At the time of the expiration of the acceptance period, the sum of the number of:

Wincor Nixdorf Ordinary Shares validly tendered (including those Wincor Nixdorf Ordinary Shares for which the acceptance of the Offer has been declared during the acceptance period but only becomes effective after the end of the acceptance period by transferring Wincor Nixdorf Ordinary Shares to ISIN DE000A169QN2 (WKN A16 9QN) as set out in the exchange offer document) and not properly withdrawn;

Wincor Nixdorf Ordinary Shares held directly by Diebold, Inc. or any of its subsidiaries or any person acting in concert with Diebold within the meaning of Section 2(5) of the German Takeover Act (excluding, for the avoidance of doubt, any Wincor Nixdorf treasury shares);

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Wincor Nixdorf Ordinary Shares that must be attributed to Diebold, Inc. or any of its subsidiaries in accordance with Section 30 of the German Takeover Act; and

Wincor Nixdorf Ordinary Shares for which Diebold or any of its subsidiaries or any person acting in concert with Diebold within the meaning of Section 2(5) of the German Takeover Act has entered into an agreement outside of the Offer, giving them the right to demand the transfer of title of such Wincor Nixdorf Ordinary Shares;

in each case without double counting, equals at least 22,362,159 Wincor Nixdorf Ordinary Shares (approximately 67.6 percent of the total number of all Wincor Nixdorf Ordinary Shares existing at the time of approval of the publication of the exchange offer document by BaFin) (**Minimum Tender Condition**).

If Wincor Nixdorf implements no further capital measures until the end of the acceptance period (which is a condition to the Offer, see *3.5.6 Other Conditions to the Offer*), the number of Wincor Nixdorf Ordinary Shares required to satisfy the Minimum Tender Condition will equal approximately 75 percent of all outstanding Wincor Nixdorf Ordinary Shares existing at the time of approval of the publication of the exchange offer document by BaFin and the end of the acceptance period. For purposes of the Minimum Tender Condition, as of the date of this Prospectus, 4,100 (0.012 percent) Wincor Nixdorf Ordinary Shares were held directly or indirectly by Diebold, Inc., any of its subsidiaries, or any person acting in concert with Diebold, Inc. within the meaning of Section 2(5) of the German Takeover Act, and none of Diebold, Inc., any of its subsidiaries, or any person acting in concert with Diebold, Inc. within the meaning of Section 2(5) of the German Takeover Act directly or indirectly hold any financing instruments or other instruments equal to the instruments listed in Sections 25 and 25a of the German Takeover Act relating to Wincor Nixdorf Ordinary Shares. Neither are voting rights in Wincor Nixdorf AG attributed to them under Section 30 of the German Takeover Act. As of the date of this Prospectus, Diebold, Inc. indirectly holds 4,100 (0.012 percent) Wincor Nixdorf Ordinary Shares, representing less than one percent of Wincor Nixdorf Ordinary Shares outstanding, through Diebold Incorporated Pension Master Trust.

3.5.2 Regulatory Condition

After publication of the exchange offer document and no later than November 21, 2016, the transactions contemplated by this Offer must have been approved by the competent antitrust authorities in the following jurisdictions or the statutory waiting periods in the following jurisdictions have lapsed, with the result that the transactions contemplated by the Offer may be completed:

- (1) Austria, Poland, Portugal, Slovakia and Spain and/or the European Union, if and to the extent the European Commission has authority pursuant to Council Regulation (EC) No 139/2004 of January 20, 2004;
- (2) The United States of America;
- (3) Brazil;
- (4) China;

(5) Russia; and

(6) Turkey.

This Closing Condition is hereinafter referred to as the **Regulatory Condition**.

See the section of this Prospectus titled *13.10 Regulatory Approvals Related to the Business Combination* for a description of the status of the regulatory approvals necessary in connection with the Offer and the Business Combination.

If the Offer is not consummated due to the non-fulfilment of the Regulatory Condition, Diebold and Wincor Nixdorf will use best efforts, taking into account the reasons for the failure of the Offer, to re-negotiate the Offer and the Business Combination with regard to the new facts in good faith (**Revised**

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Transaction). If Diebold and Wincor Nixdorf, following good-faith negotiations during a two-month period (including, to the extent necessary, consultation of a mediator) have not reached an agreement on a revised transaction, then Diebold will, under certain circumstances set forth in the Business Combination Agreement, be required to pay to Wincor Nixdorf a fee in an amount of 50 million in cash.

The Regulatory Condition must be satisfied on or prior to November 21, 2016 or waived at least one working day prior to the end of the acceptance period. If the regulatory condition is not satisfied on or prior to November 21, 2016 (or waived at least one working day prior to the end of the acceptance period), the Offer will terminate and will not be consummated. As a result, payment of the Offer Consideration may be made on a date that is significantly later than the end of the acceptance period (after which withdrawal rights will cease) or the expiration of the additional acceptance period, or may not be made at all. See *3.8 Withdrawal Rights* and *3.10 Settlement*.

For a more detailed discussion of termination fees that may apply in certain circumstances, see the section of this Prospectus titled *13.7.7 Term and Termination*.

3.5.3 Registration Statement Condition

The Registration Statement regarding the Diebold Common Shares has been declared effective by the SEC between the publication of the exchange offer document and the expiration of the acceptance period and at the expiration of the acceptance period is not the subject of any stop order by the SEC pursuant to Section 8(d) of the Securities Act or any proceeding initiated by the SEC seeking such a stop order (**Registration Statement Condition**).

If the Offer is not consummated solely due to the nonfulfillment of the Registration Statement Condition, Diebold and Wincor Nixdorf will use best efforts, taking into account the reasons for the failure of the Offer, to negotiate a revised transaction. If Diebold and Wincor Nixdorf, following good-faith negotiations during a period of two months (including, to the extent necessary, consultation of a mediator), have not reached an agreement on a revised transaction, then Diebold will, under certain circumstances set forth in the Business Combination Agreement, be required to pay to Wincor Nixdorf a fee in an amount of 20 million in cash.

For a more detailed discussion of termination fees that may apply in certain circumstances, see the section of this Prospectus titled *13.7.7 Term and Termination*.

3.5.4 No Market Material Adverse Change Condition

Between the publication of the exchange offer document and the expiration of the acceptance period, trading on the Frankfurt Stock Exchange has not been suspended for more than three consecutive trading days for all shares admitted to trading at the entire Frankfurt Stock Exchange. Furthermore, the closing quotations of the DAX (ISIN DE0008469008), as determined by Deutsche Börse Aktiengesellschaft, Frankfurt am Main, Germany, or a successor thereof, and published on its internet website (www.deutsche-boerse.com), of the two trading days prior to the end of the acceptance period is not more than 28.5 percent below the closing quotation of the DAX on the trading day immediately preceding the day of approval of the publication of the exchange offer document by BaFin (namely not below 6,745.9 points) (**No Market Material Adverse Change Condition**).

If the Offer is not consummated solely due to the nonfulfillment of the No Market Material Adverse Change Condition, Diebold and Wincor Nixdorf will use best efforts, taking into account the reasons for the failure of the Offer, to negotiate a revised transaction. If Diebold and Wincor Nixdorf, following good-faith negotiations during a

period of two months (including, to the extent necessary, consultation of a mediator), have not reached an agreement on a revised transaction, then Diebold will, under certain circumstances set forth in the Business Combination Agreement, be required to pay Wincor Nixdorf a fee in an amount of 30 million in cash.

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For a more detailed discussion of termination fees that may apply in certain circumstances, see the section of this Prospectus titled *13.7.7 Term and Termination*.

3.5.5 No Wincor Nixdorf Material Adverse Change Condition

Between the publication of the exchange offer document and the expiration of the acceptance period, neither (i) has Wincor Nixdorf published new events pursuant to Section 15 of the German Securities Trading Act, nor (ii) have circumstances occurred that would have had to be published by Wincor Nixdorf pursuant to Section 15 of the German Securities Trading Act or that Wincor Nixdorf did not publish because of a self-exception pursuant to Section 15(3) of the German Securities Trading Act, that, in case of a one-time event, result in a negative effect on the annual EBITDA (as defined in Wincor Nixdorf's annual report for the fiscal year ended September 30, 2015) of Wincor Nixdorf in an amount of at least 50 million, and/or, in case of a recurring event, result in a recurring negative effect on the annual EBITDA (as defined in Wincor Nixdorf's annual report for the fiscal year ended September 30, 2015) of Wincor Nixdorf in an amount of at least 18 million for the fiscal years 2015/2016, 2016/2017 and 2017/2018, or that, in each case, could reasonably be expected to have such effect (**No Wincor Nixdorf Material Adverse Change Condition**).

According to Wincor Nixdorf's annual report for the fiscal year ended September 30, 2015, EBITDA is calculated by adding to the profit for the period: income taxes; financial result, which is calculated by subtracting finance income from finance costs; depreciation and amortization of intangible assets and property, plant, and equipment; and write-down of reworkable service parts.

Whether a material adverse change within the meaning of the No Wincor Nixdorf Material Adverse Change Condition has occurred between the publication of the offer document and the expiration of the acceptance period will be determined exclusively by an expert opinion of an independent expert. If (i) the independent expert confirms that such material adverse change has occurred, (ii) Diebold, Inc. has received this expert opinion of the independent expert by the expiration of the acceptance period and (iii) Diebold, Inc. has published the receipt and result of this expert opinion of the independent expert no later than on the required date of publication pursuant to Section 23 para. 1 sentence 1 no. 2 of the German Takeover Act (*Wertpapiererwerbs- und Übernahmegesetz*), the No Wincor Nixdorf Material Adverse Change Condition shall be deemed unfulfilled. In all other cases, the condition will be deemed fulfilled.

3.5.6 Other Conditions to the Offer

None of the following events will have occurred during the period from the publication of the offer document to the expiration of the acceptance period:

- (1) a criminal or administrative offense each relating to applicable corruption, anti-bribery, money laundering or cartel laws (**Material Compliance Violation**) by a member of a governing body or officer of Wincor Nixdorf AG or a subsidiary of Wincor Nixdorf AG, while any such person was operating in their official capacity at, or on behalf of, Wincor Nixdorf AG or a subsidiary of Wincor Nixdorf AG, is known to have occurred, if any such Material Compliance Violation constitutes insider information for Wincor Nixdorf AG pursuant to Section 13 of the German Securities Trading Act (*Wertpapierhandelsgesetz*) or would constitute insider information if it had not been published (**Material Compliance Violation Condition**). Whether a material compliance violation within the meaning of the Material Compliance Violation

Condition has occurred between the publication of the offer document and the expiration of the acceptance period will be determined exclusively by an expert opinion of an independent expert. If (i) the independent expert confirms that such material compliance violation has occurred, (ii) Diebold, Inc. has received this expert opinion of the independent expert by the expiration of the acceptance period and (iii) Diebold, Inc. has published the receipt and result of this expert opinion of the independent expert no later than on the required date of publication pursuant to Section 23 para. 1 sentence 1 no. 2 of the German Takeover Act, the Material Compliance Violation Condition shall be deemed unfulfilled. In all other cases, the condition will be deemed fulfilled;

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- (2) an increase in the share capital of Wincor Nixdorf, or Wincor Nixdorf having granted, delivered, sold, committed to sell, transferred, or in any other way disposed of any or all of Wincor Nixdorf's treasury shares. For the avoidance of doubt, the issuance of new stock options to management directors and employees does not constitute a default of this condition, even if such stock options could be satisfied by delivery of treasury shares or conditioned capital pursuant to the terms and conditions of the existing stock option plans;
- (3) Wincor Nixdorf publishes pursuant to Section 15 of the German Securities Trading Act (i) that insolvency proceedings under German law have been opened in respect of the assets of Wincor Nixdorf or the management board of Wincor Nixdorf has applied for such proceedings to be opened, or (ii) any ground that would require an application for the opening of insolvency proceedings;
- (4) a competing offer being announced by a third party within the meaning of Section 22 of the German Takeover Act being announced pursuant to Section 10 para. 1 sentence 1 of the German Takeover Act (**Competing Offer**), which according to an ad hoc notification by Wincor Nixdorf pursuant to Section 15 of the German Securities Trading Act, offers an overall consideration exceeding the consideration offered by the exchange offer or is otherwise determined by the Wincor Nixdorf management board and supervisory board to be in the best interest of Wincor Nixdorf (**Superior Proposal**); or
- (5) at the expiration of the acceptance period, a temporary restraining order or preliminary or permanent injunction or other order of a competent governmental authority has been issued and is still in force or continues to exist in a member state of the European Union, the United States, Brazil, China, Colombia, Russia, Turkey, Canada, Australia or Japan and prohibits or makes unlawful the Business Combination or the acquisition or direct or indirect ownership of shares in Wincor Nixdorf AG through Diebold, Inc. or Diebold Holding Germany Inc. & Co. KGaA and as a result prevents consummation of the Offer.

A public announcement will be made of a material change in, or, where permissible, waiver of such conditions, and the Offer will, in certain circumstances and subject to applicable law and applicable rules and regulations, be extended in connection with any such change or waiver. If any of the conditions described above have not been satisfied or, where permissible, waived, at the end of the acceptance period, then the Offer will terminate, except for the Regulatory Condition, which may remain outstanding after the end of the acceptance period.

To the extent the determination of whether a condition to the Offer is satisfied depends on the opinion of a third-party neutral expert, or neutral expert, Wincor Nixdorf will provide (i) reasonable support to the neutral expert and (ii) all requisite information regarding Wincor Nixdorf, its subsidiaries and the business they operate; provided, however, that expenses incurred thereby will be borne by Diebold.

The only condition to the Offer that may remain outstanding after the expiration of the acceptance period is the Regulatory Condition, which may remain outstanding until November 21, 2016. See *13.10 Regulatory Approvals Related to the Business Combination* for a discussion of the status of regulatory filings and approvals for the Business Combination. The parties currently expect regulatory approval to be finalized in the third quarter of 2016, but it is possible that regulatory approval will not be received until November 21, 2016.

3.5.7 Waiver of Conditions to the Offer

Diebold reserves the right, until one working day prior to the end of the acceptance period, to waive any condition to the Offer (to the extent legally permissible) and subject to any applicable consent by the requisite financing sources. For purposes of Section 21(1) of the German Takeover Act, the publication of the amendment of the Offer subject to Section 21(2) of the German Takeover Act in conjunction with Section 14(3) of the German Takeover Act is authoritative. Conditions to the Offer validly waived will be presumed, for the purposes of the Offer, to have been satisfied. In the event of waiving one, several or all

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of the conditions to the Offer (to the extent permissible) or the reduction of the minimum acceptance rate within the last two weeks before the expiration of the Offer, the Offer will be extended by two weeks, pursuant to Section 21(5) of the German Takeover Act (until April 5, 2016 at 12: 00 midnight (Central European Summer Time)) and will comply with the requirements of the applicable rules and regulations of the SEC, including Exchange Act Rule 14e-1.

3.6 Timetable**3.6.1 Acceptance Period**

The acceptance period starts on February 5, 2016 and will expire at 12: 00 midnight, at the end of March 22, 2016, Central European Time, unless extended.

3.6.2 Extension, Termination and Amendment; Additional Acceptance Period**3.6.2.1 Additional Acceptance Period**

Following the end of the acceptance period, and if all conditions to the Offer (other than the regulatory condition which may remain outstanding) have been satisfied or, where permissible, waived, the German Takeover Act provides an additional acceptance period of two weeks for the Offer (the **Additional Acceptance Period**). The Additional Acceptance Period will be an additional two-week period of time beginning on the day after the publication of the results of the acceptance period during which shareholders may tender, but not withdraw, their Wincor Nixdorf Ordinary Shares. Provided that the acceptance period is not extended, the Additional Acceptance Period is expected to begin on March 30, 2016 and to expire at 12: 00 midnight, at the end of April 12, 2016 (Central European Summer Time). Wincor Nixdorf shareholders who validly tender during the Additional Acceptance Period will receive the Offer Consideration on the Closing Date (as defined under *3.10 Settlement*).

3.6.2.2 Extension of the Acceptance Period

Subject to applicable rules and regulations of the SEC and the terms and the conditions to the Offer, the Offer will be extended (1) by two weeks in accordance with Section 21(5) of the German Takeover Act (*Wertpapiererwerbs- und Übernahmegesetz*) if the Offer is amended (as described below) within the last two weeks prior to the end of the acceptance period; or (2) if a Competing Offer (*konkurrierendes Angebot*) as defined in Section 22(1) of the German Takeover Act is made by a third party during the acceptance period, and if the acceptance period for the Offer expires prior to the expiration of the competing offer, the expiration of the acceptance period will be the date on which the Competing Offer expires.

The acceptance period will also be extended in the case of a material change in the information published, sent or given to Wincor Nixdorf shareholders pursuant to the German Takeover Act and applicable rules and regulations of the SEC.

If the acceptance period is extended, Wincor Nixdorf shareholders may withdraw their tendered Wincor Nixdorf Ordinary Shares until the end of the acceptance period as extended. See *3.8 Withdrawal Rights*. The Additional Acceptance Period, if any, is not an extension of the acceptance period and will commence following the acceptance

period, including any extension thereof, as required by the German Takeover Act.

3.6.2.3 Amendment of the Offer

Subject to applicable rules and regulations of the SEC and the terms and the conditions to the Offer, Diebold expressly reserves the right (but will not be obligated) (1) to increase the consideration being offered to Wincor Nixdorf shareholders in the Offer, (2) to offer a different consideration as an alternative, (3) reduce the minimum acceptance rate of 22,362,159 Wincor Nixdorf Ordinary Shares (approximately 67.6 percent of the total number of all Wincor Nixdorf Ordinary Shares (representing approximately 75

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percent of all outstanding Wincor Nixdorf Ordinary Shares existing at the time the offer document is approved by BaFin)) to be tendered and not properly withdrawn under the Minimum Tender Condition, and (4) waive certain conditions to the Offer as described in the section of this Prospectus titled *3.5.7 Waiver of Conditions to the Offer*, in each case at any time until one working day prior to the end of the acceptance period by way of publication on the internet and in the German Federal Gazette (*Bundesanzeiger*), as described under *3.18 Publications*.

If, prior to the end of the acceptance period, Diebold increases the Offer Consideration, such increased offer consideration will be received by all shareholders whose Wincor Nixdorf Ordinary Shares are exchanged pursuant to the Offer, whether or not such Wincor Nixdorf Ordinary Shares were tendered prior to the announcement of the increase of such consideration.

3.6.2.4 Termination of the Offer

If any of the conditions described above have not been satisfied or, where permissible, waived, at the end of the acceptance period, then the Offer will terminate, except for the Regulatory Condition, which may remain outstanding following the end of the acceptance period until November 21, 2016. If the Offer terminates, all tenders of Wincor Nixdorf Ordinary Shares in the Offer will terminate and, therefore, not be accepted.

3.6.3 Put Right Period

Pursuant to Section 39c of the German Takeover Act, Wincor Nixdorf shareholders who did not tender their shares in the Offer may have the right (*Andienungsrecht*) to require Diebold to purchase their Wincor Nixdorf Ordinary Shares for the Offer Consideration if the following two conditions are met upon publication of the results of the Offer after the expiration of the Additional Acceptance Period:

- (1) Diebold, Inc., directly or indirectly holds at least 95 percent of Wincor Nixdorf AG's voting share capital (or the Offer has been accepted by the tendering Wincor Nixdorf shareholders to such extent that Diebold, Inc., directly or indirectly, would hold at least 95 percent voting share capital following the Closing Date (as defined under *3.10 Settlement*)); and
- (2) Diebold, Inc. is entitled to file an application with the district court (*Landgericht*) of Frankfurt am Main to effect a takeover squeeze-out pursuant to Sections 39a et seq. of the German Takeover Act. See *13.9.2.3 Takeover Squeeze-Out*.

If the above conditions are met, the German Takeover Act requires that this put right be available for a three-month period (**Put Right Period**). The Put Right Period, if any, will commence after the expiration of the acceptance period or, if later, on the date that Diebold, Inc. publishes that it directly or indirectly holds at least 95 percent of Wincor Nixdorf's voting share capital (or that the Offer has been accepted by Wincor Nixdorf's shareholders to such extent that Diebold, Inc. would hold (directly or indirectly) at least 95 percent of Wincor Nixdorf's voting share capital following the Closing Date). Diebold, Inc. expects that, if applicable, the Put Right Period will commence on the date it publishes that the Offer has been accepted to such extent that it would hold (directly or indirectly) at least 95 percent of the voting share capital of Wincor Nixdorf AG following the Closing Date, which will occur no later than three business days following the expiration of the acceptance period. Wincor Nixdorf shareholders who properly exercise this right are entitled to receive the Offer Consideration, which is the same consideration received by shareholders

who tendered their Wincor Nixdorf Ordinary Shares during the acceptance period or the Additional Acceptance Period. Wincor Nixdorf shareholders who did not tender their shares in the Offer, including those located or resident in the United States, may choose whether or not to exercise this put right. The procedure for exercising the put right corresponds to the procedure for tendering Wincor Nixdorf Ordinary Shares in the acceptance period or Additional Acceptance Period. See the sections of this Prospectus titled *3.7 Acceptance of the Offer* and *3.10 Settlement*. Shares put to Diebold may be traded on an as-tendered basis until such trading ceases as described in *3.9 Trading of Tendered Wincor Nixdorf Ordinary Shares*.

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There will be no withdrawal rights during any Put Right Period. If the regulatory condition is fulfilled prior to the expiration of the Put Right Period, then (i) shares put to Diebold no later than 6: 00 p.m. (Central European Summer Time) on the business day after publication of fulfilment of the regulatory condition will be settled with the Offer on the Closing Date as described in *3.10 Settlement* and (ii) the shares put to Diebold following 6: 00 p.m. (Central European Summer Time) on the business day after publication of fulfilment of the regulatory condition will be settled twice weekly on a rolling basis. Shares must be put no later than 4: 00 p.m. (Central European Summer Time) on the cutoff date for that rolling settlement. Such settlement will occur no later than three business days following the applicable cutoff date and will include the Offer Consideration and any cash in lieu of fractional shares. See *3.17 Cash in Lieu of Fractional Diebold Common Shares*. Diebold, Inc. will extend the Put Right Period so that there are at least three business days between 6: 00 p.m. (Central European Summer Time) on the business day after publication of fulfilment of the Regulatory Condition and the expiration of the Put Right Period and will publish the end of the acceptance period of the Put Right Period with publication of the fulfillment of the Regulatory Condition. If the Regulatory Condition is fulfilled after the expiration of the Put Right Period, there will be only one settlement on the Closing Date (as defined under *3.10 Settlement*); and the Offer and the shares put to Diebold during the Put Right Period will be settled concurrently as described in *3.10 Settlement*.

3.7 Acceptance of the Offer

The acceptance of the Offer (i) must be declared in writing to the relevant custodian bank of the Wincor Nixdorf shareholder by the end of the acceptance period (**Declaration of Acceptance**) and (ii) the Wincor Nixdorf shareholders must instruct their respective custodian bank to effect the transfer of the Wincor Nixdorf shares in their custody account for which they wish to accept the Offer. The acceptance will become valid with the timely transfer of tendered Wincor Nixdorf Ordinary Shares within the acceptance period, the Additional Acceptance Period or a Put Right Period, as applicable, to ISIN DE000A169QN2 (WKN A16 9QN) at Clearstream. If the respective custodian bank is notified of the acceptance within the acceptance period, the Additional Acceptance Period or the Put Right Period prior to satisfaction of the regulatory condition, as applicable, the transfer of Wincor Nixdorf Ordinary Shares will be deemed to have been timely effected if it has been effected at the latest by 6: 00 p.m. (Central European Time or Central European Summer Time, as applicable) on the second business day after the expiration of the acceptance period or prior to 6: 00 p.m. (Central European Summer Time) on the day after publication of the satisfaction of the regulatory condition, as applicable. Transfers are to be arranged by the custodian bank after receipt of the Declaration of Acceptance. For a discussion of the exercise of put rights, if any, after publication of the satisfaction of the regulatory condition, see *3.6.3 Put Right Period* .

Receipt by the custodian bank is important for compliance with the relevant period. Declarations of acceptance that are not received by the respective custodian bank within the relevant period or that have been erroneously or incompletely filled out will not be regarded as an acceptance of the Offer and do not entitle the respective Wincor Nixdorf shareholder to receive the Offer Consideration. Neither Diebold, nor persons acting in concert with Diebold nor their subsidiaries are required to notify any Wincor Nixdorf shareholder of any defects or errors in the Declaration of Acceptance, and they assume no liability in the event that such notification is not made.

3.8 Withdrawal Rights

At any time during the acceptance period, Wincor Nixdorf shareholders may withdraw their Wincor Nixdorf Ordinary Shares. **Following the end of the acceptance period, withdrawal rights will cease, and any Wincor Nixdorf Ordinary Shares tendered into the Offer cannot be withdrawn.** If the acceptance period is extended, Wincor Nixdorf shareholders may withdraw their tendered Wincor Nixdorf Ordinary Shares until the end of the acceptance

period as extended pursuant to Sections 21(4) and 22(3) of the German Takeover Act (*Wertpapiererwerbs- und Übernahmegesetz*). See 3.6.2.2 *Extension of the Acceptance Period* and 3.6.2.3 *Amendment of the Offer*. The Additional Acceptance Period, if any, is

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not an extension of the acceptance period. There will be no withdrawal rights during any Additional Acceptance Period or, if applicable, a Put Right Period. See the section of this Prospectus titled *3.6.2 Extension, Termination and Amendment; Additional Acceptance Period*.

To withdraw previously tendered Wincor Nixdorf Ordinary Shares (except in an Additional Acceptance Period and a Put Right Period, during which there will be no withdrawal rights), a written notice of withdrawal must, prior to the end of the acceptance period, be timely received by the custodian bank holding Wincor Nixdorf Ordinary Shares for a Wincor Nixdorf shareholder. The written notice of withdrawal must specify the number of Wincor Nixdorf Ordinary Shares withdrawn and instruct the custodian bank holding the shares to rebook the shares into ISIN DE000A0CAYB2 at Clearstream.

3.9 Trading of Tendered Wincor Nixdorf Ordinary Shares

Wincor Nixdorf shareholders who tender their Wincor Nixdorf Ordinary Shares in the Offer may sell these tendered Wincor Nixdorf Ordinary Shares in the open market. A new ISIN DE000A169QN2 (WKN A16 9QN) for tendered Wincor Nixdorf Ordinary Shares and any Wincor Nixdorf Ordinary Shares put during the put right period, if applicable has been obtained. The new ISIN (WKN) will permit trading in tendered Wincor Nixdorf Ordinary Shares on an as-tendered basis on the regulated market (*Regulierter Markt*) (Prime Standard) of the Frankfurt Stock Exchange (*Frankfurter Wertpapierbörse*) as of the third trading day following the commencement of the acceptance period. Therefore, although following the end of the acceptance period Wincor Nixdorf shareholders may not withdraw any ordinary shares tendered into the Offer, such shareholders will be able to trade their tendered shares on an as-tendered basis. We expect that trading of the tendered Wincor Nixdorf Ordinary Shares and Wincor Nixdorf Ordinary Shares put during a put right period, if any, on the regulated market of the Frankfurt Stock Exchange will cease after the end of the regular stock exchange trading hours one working day after satisfaction of the regulatory condition or, if later, after the end of the Additional Acceptance Period. Diebold will publish the date on which trading ceases without undue delay as described under *3.18 Publications*. Wincor Nixdorf Ordinary Shares put to Diebold, Inc. during a Put Right Period, if any, may be traded on an as-tendered basis until such trading ceases.

Any person acquiring tendered Wincor Nixdorf Ordinary Shares will assume all rights and obligations arising from the prior acceptance of the Exchange Offer.

Wincor Nixdorf shares not tendered will continue to be traded under ISIN DE000A0CAYB2 (WKN A0C AYB).

3.10 Settlement

The delivery of the Diebold Common Shares issued pursuant to the Offer and payment of 38.98 cash per tendered Wincor Nixdorf Ordinary Share will occur without undue delay no later than seven business days following the later of (i) the publication of the results of the Additional Acceptance Period or (ii) the satisfaction of the regulatory condition (**Closing Date**). Under the Business Combination Agreement, the regulatory condition may remain outstanding until November 21, 2016. If the regulatory condition is not satisfied on or prior to November 21, 2016 (or waived at least one working day prior to the end of the acceptance period), the Offer will terminate and settlement will not occur. **Payment of the Offer Consideration may be made on a date that is significantly later than the end of the acceptance period (after which withdrawal rights will cease) or the expiration of the Additional Acceptance Period, or may not occur. If the Offer is not completed, shareholders who have tendered their Wincor Nixdorf Ordinary Shares in the Offer will have their shares rebooked to their accounts.**

On the Closing Date, Clearstream will deposit the tendered Wincor Nixdorf Ordinary Shares to the account of the Settlement Agent at Clearstream for the purpose of transferring the ownership of the tendered Wincor Nixdorf Ordinary Shares to Diebold Holding Germany Inc. & Co. KGaA, a partnership limited by shares (*Kommanditgesellschaft auf Aktien*) incorporated under the laws of the Federal Republic of

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Germany on January 27, 2016 and a wholly-owned subsidiary of Diebold, Inc. to facilitate the transactions contemplated by the business combination agreement (**Diebold KGaA**). Diebold KGaA has not engaged in any activities to date other than those incidental to its formation and its activities and obligations contemplated by the transaction agreement.

No later than on November 21, 2016 it will be determined whether and how the Offer will be settled.

Wincor Nixdorf Ordinary Shares put to Diebold, Inc. during a Put Right Period, if any, and no later than 6: 00 p.m. (Central European Summer Time) on the business day after publication of fulfilment of the Regulatory Condition will be settled with Wincor Nixdorf Ordinary Shares tendered in the Offer as described above. Wincor Nixdorf Ordinary Shares put to Diebold, Inc. during a Put Right Period, if any, and following 6: 00 p.m. (Central European Summer Time) on the business day after publication of fulfilment of the Regulatory Condition will be settled on a rolling basis twice weekly. In that case, shares must be put no later than 4: 00 p.m. (Central European Summer Time) on the cutoff date for that rolling settlement, and settlement will occur no later than three business days following the applicable cutoff date and will include the Offer Consideration and any cash in lieu of fractional shares.

3.11 Ownership of Diebold Following the Offer

The below estimate of ownership of Diebold following the acceptance period or, if applicable, an Additional Acceptance Period, assumes that:

pursuant to the Offer, Diebold acquires all of the outstanding Wincor Nixdorf Ordinary Shares;

all of the outstanding Wincor Nixdorf stock options exercised by a holder during the Offer will be settled by Wincor Nixdorf in cash; and

Wincor Nixdorf does not grant, deliver, sell, commit to sell, transfer, or otherwise dispose of its treasury shares.

Based on the assumptions above, following the Additional Acceptance Period, former Wincor Nixdorf shareholders will own, in the aggregate, approximately 16.6 percent of all issued and outstanding Diebold Common Shares.

3.12 Treatment of Wincor Nixdorf Stock Plans

The Offer does not extend to Wincor Nixdorf stock options. Wincor Nixdorf has agreed in the Business Combination Agreement that any outstanding exercisable Wincor Nixdorf stock options exercised by a holder during the Offer will be settled by Wincor Nixdorf in cash. As of January 27, 2016, Wincor Nixdorf had issued approximately 2.6 million stock options as part of several stock option plans (together the **Wincor Nixdorf Stock Option Plan**) of which approximately 0.6 million options grant the right to purchase or subscribe for Wincor Nixdorf Ordinary Shares in a number representing in total approximately 1.8 percent of Wincor Nixdorf's current share capital until the later of the end of the acceptance period or the expiration of the Put Right Period, if any, pursuant to Section 39c of the German Takeover Act.

3.13 Wincor Nixdorf s Agreement Not to Tender Treasury Shares

As of January 27, 2016, Wincor Nixdorf held approximately 9.88 percent (3,268,777 Wincor Nixdorf Ordinary Shares) of its share capital in treasury shares. Wincor Nixdorf has committed (i) by way of a non-tender agreement (*Qualifizierte Nichtannahmeerklärung*) to not dispose of any of its treasury shares (either by tendering into the Offer or otherwise) until the settlement of the Offer, including the Put Right Period, if any, pursuant to Section 39c of the German Takeover Act, and (ii) to deposit its treasury shares into a blocked account (*Sperrkonto*).

Table of Contents**3.14 Plans for Wincor Nixdorf After the Offer**

Following consummation of the Offer, Diebold intends to pursue a post-completion reorganization to effect a business combination of Wincor Nixdorf and Diebold and to acquire any outstanding Wincor Nixdorf Ordinary Shares not tendered in the Offer. Whether Diebold pursues a post-completion reorganization transaction following consummation of the Offer and the type of such transaction will depend on the percentage of Wincor Nixdorf Ordinary Shares acquired in the Offer and, to the extent legally permissible, in the open market. Post-completion reorganization transactions include:

- (1) a domination agreement and/or a profit and loss transfer agreement, pursuant to which the remaining Wincor Nixdorf shareholders will be offered to elect either (i) to continue to hold their Wincor Nixdorf Ordinary Shares and receive an adequate fixed or variable annual guaranteed dividend or annual share of profit in the amount of the guaranteed dividend pursuant to Section 304 of the German Stock Corporation Act, or (ii) to receive adequate cash compensation in exchange for their Wincor Nixdorf Ordinary Shares pursuant to Section 305(2) of the German Stock Corporation Act; and/or
- (2) a squeeze-out transaction with respect to Wincor Nixdorf Ordinary Shares that Diebold does not already own following the consummation of the Offer, pursuant to (a) a cash merger squeeze-out under Section 62(5) of the German Transformation Act, (b) a corporate squeeze-out under Sections 327a *et seq.* of the German Stock Corporation Act, or (c) a takeover squeeze-out under Sections 39a *et seq.* of the German Takeover Act. In such a squeeze-out transaction, ordinary shares of remaining Wincor Nixdorf shareholders would be automatically converted into the right to receive compensation in the case of (i) a cash merger squeeze-out or a corporate squeeze-out, compensation in cash, and (ii) a takeover squeeze-out, the Offer Consideration or, at the shareholder's election, all-cash compensation.

Diebold intends to pursue such post-completion reorganization transactions (**Post-Completion Reorganization**) following the consummation of the Offer and, if Diebold pursues such transactions, shareholders located or resident in the United States will be permitted to participate in such transactions. As a result of a squeeze-out transaction, if completed, Wincor Nixdorf would become a (direct or indirect) wholly-owned subsidiary of Diebold.

If Diebold does not buy out the remaining Wincor Nixdorf shareholders by way of a squeeze-out transaction and remaining Wincor Nixdorf shareholders decide not to exchange their Wincor Nixdorf Ordinary Shares for adequate cash compensation as provided for in a domination agreement and/or a profit and loss transfer agreement, such Wincor Nixdorf shareholders will receive an adequate fixed or variable annual guaranteed dividend or annual share of profit in the amount of the guaranteed dividend as determined in the domination agreement and/or a profit and loss transfer agreement. When determining the adequate fixed or variable annual guaranteed dividend or annual share of profit, Diebold will take into account Wincor Nixdorf's past and current results of operations pursuant to the German Commercial Code (*Handelsgesetzbuch*) and the German Stock Corporation Act and Wincor Nixdorf's future earnings prospects.

If Diebold buys out the remaining Wincor Nixdorf shareholders by way of a squeeze-out transaction or remaining Wincor Nixdorf shareholders elect to exchange their Wincor Nixdorf Ordinary Shares for adequate cash compensation as provided for in a domination agreement and/or a profit and loss transfer agreement, Diebold will use Wincor Nixdorf's discounted earnings or, if appropriate, discounted cash flow, to value the minority shareholders' shares. In general, the amount of such adequate cash compensation may not be less than the weighted average market price of Wincor Nixdorf's ordinary shares for the three-month period prior to the announcement of Diebold's intention to enter into the domination and/or profit and loss transfer agreement or to initiate a squeeze-out transaction, as applicable. See

the sections of this Prospectus titled *13.7 The Business Combination Agreement* and *13.9 Potential Post-Completion Reorganization; Squeeze-Out Transactions*.

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3.15 Parallel Acquisitions

Diebold reserves the right, to the extent legally permissible, to directly or indirectly acquire additional Wincor Nixdorf Ordinary Shares outside the Exchange Offer on or off the stock exchange. To the extent that such acquisitions take place, this will be published without undue delay in accordance with applicable law, including without limitation in accordance with Sections 14(3), 23(2) of the German Takeover Act, on the internet at <http://www.diebold.com> under *Company/Investor Relations*, in the German Federal Gazette (*Bundesanzeiger*) and by way of an English language press release via an electronically operated information distribution system in the United States stating the number and consideration paid or agreed to be paid for the Wincor Nixdorf Ordinary Shares so acquired or agreed to acquire.

If Diebold or, any of its subsidiaries or any person acting in concert with Diebold (within the meaning of Section 2(5) of the German Takeover Act) acquires or agrees to acquire any Wincor Nixdorf Ordinary Shares after publication of the offer document but prior to the publication of the results of the acceptance period for consideration whose value is higher than the value of the Offer Consideration, the Offer Consideration will be increased by the difference to the highest such consideration paid or agreed to be paid by Diebold or such other persons.

If Diebold or any of its subsidiaries or any person acting in concert with Diebold (within the meaning of Section 2(5) of the German Takeover Act) acquires or agrees to acquire any Wincor Nixdorf Ordinary Shares within a period of one year after the publication of the results of the acceptance period for consideration whose value is higher than the value of the Offer Consideration, Diebold would generally be required to pay the difference to the highest such consideration paid or agreed to be paid by Diebold or such other persons. However, the requirement described in the preceding sentence does not apply to the purchase of Wincor Nixdorf Ordinary Shares on a stock exchange or in Post-Completion Reorganization transactions that are described in *13.9 Potential Post-Completion Reorganization; Squeeze-Out Transactions*.

3.16 Currency of the Exchange Offer

In accordance with Section 31 para. 2 of the German Takeover Act, the currency in which the Exchange Offer will be conducted is euros. This means that all relevant calculations for the Exchange Offer under the German Takeover Act, including the value of Wincor Nixdorf Ordinary Shares for purposes of complying with the minimum pricing rules under the German Takeover Act, will be presented in euros. After commencement of trading, Diebold Common Shares will be quoted on the Frankfurt Stock Exchange in euros and on the New York Stock Exchange in U.S. dollars.

3.17 Cash in Lieu of Fractional Diebold Common Shares

Diebold will not issue fractional Diebold Common Shares pursuant to the Offer. To the extent that holders of Wincor Nixdorf Ordinary Shares are entitled to fractional shares, those fractional entitlements will be aggregated and sold in the market and the proceeds of such sale distributed *pro rata* to the holders of Wincor Nixdorf Ordinary Shares entitled thereto no later than ten business days after the Closing Date in compliance with the German Takeover Act and customary banking practice in Germany. Because market prices of Diebold Common Shares will fluctuate, cash proceeds received by Wincor Nixdorf shareholders in respect of their fractional shares may be different than an amount calculated based on the market price of a Diebold common share on the Closing Date.

3.18 Publications

Diebold will publish any notices of extension in compliance with German law and practice. All notifications and announcements required pursuant to the German Takeover Act will be made in German and English language on Diebold's website (<http://www.diebold.com>) under *Company/Investor Relations* and in German language in the German Federal Gazette (*Bundesanzeiger*). An English version of such

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notifications and announcements will be distributed via an electronically operated information dissemination system in the United States. Diebold will also file such notifications and announcements in English language with the SEC at <http://www.sec.gov> and otherwise comply with its obligation under U.S. law with respect to informing security holders of any material change in the information published, sent or given to security holders. In addition, Diebold will give notice to BaFin as required by applicable law.

In particular, Diebold will publish without undue delay, in the manner described in the immediately preceding paragraph, if (i) a condition to the Offer has been fulfilled, (ii) a condition to the Offer has been waived by Diebold, (iii) all conditions to the Offer have been fulfilled unless otherwise waived, or (iv) the Offer will not be completed. Diebold will publish such notices without undue delay and no later than one Business Day following the occurrence of any of the foregoing.

Diebold intends to publish results of the Offer without undue delay and no later than three Business Days following the expiration of the acceptance period or Additional Acceptance Period, as applicable. Notice of when the Additional Acceptance Period, if any, will commence will be included in the publication of the results of the acceptance period.

3.19 Appraisal Rights

An appraisal proceeding is not available in connection with the Offer, but may, subject to applicable law, be available to Wincor Nixdorf shareholders who do not tender (or tender and properly withdraw) their Wincor Nixdorf Ordinary Shares in the Offer under the German Appraisal Proceedings Act (*Spruchverfahrensgesetz*) in connection with a potential Post-Completion Reorganization. An appraisal proceeding generally does not take into account the Offer Consideration when valuing the shares. Therefore, the form and amount of compensation paid for Wincor Nixdorf shares in an appraisal proceeding, if any, may be different than the Offer Consideration. See the section of this Prospectus titled *13.9 Potential Post-Completion Reorganization; Squeeze-Out Transactions*.

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4. REASONS FOR THE OFFER AND USE OF PROCEEDS

4.1 Reasons for the Offer

Diebold intends to acquire control over Wincor Nixdorf AG and, following consummation of the Offer, to pursue a Post-Completion Reorganization to effect a business combination of Wincor Nixdorf and Diebold and to acquire any outstanding Wincor Nixdorf Ordinary Shares not tendered in the Offer. Whether Diebold pursues a Post-Completion Reorganization transaction following consummation of the Offer and the type of such transaction will depend on the percentage of Wincor Nixdorf Ordinary Shares acquired in the Offer and, to the extent legally permissible, in the open market. For a more detailed discussion, see the section of this Prospectus titled *13.4 Diebold's Reasons for the Business Combination* and *13.9 Potential Post-Completion Reorganization; Squeeze-Out Transactions*.

4.2 Use of Proceeds

The Diebold Common Shares will be delivered to Wincor Nixdorf shareholders who have validly tendered and not properly withdrawn their Wincor Nixdorf Ordinary Shares in the Offer in exchange for the Offer Consideration, and Diebold will not receive any proceeds from the Offer. Diebold expects the total costs that it will incur in connection with the Offer (legal, banking and other professional fees and costs) to be approximately \$216.6 million.

Table of Contents**5. DIVIDENDS AND DISTRIBUTIONS; RESULTS AND DIVIDENDS PER SHARE****5.1 General Provisions Relating to Profit Allocation and Dividend Payments**

The Diebold Common Shares will carry full dividend rights following the Closing Date and grant the same rights as all other Diebold Common Shares. The holders of Diebold Common Shares are entitled to receive such dividends as Diebold's board of directors from time to time may declare out of funds legally available. Pursuant to Section 1701.33 of the Ohio Revised Code (**ORC**), a dividend or distribution may be paid in cash, property, or shares of a corporation. The dividend or distribution must not exceed the combination of the surplus and the difference between (i) the reduction in surplus that results from the immediate recognition of the transition obligation under the Financial Accounting Standards Board (**FASB**), Accounting Standards Codification (**ASC**), Topic 718, and (ii) the aggregate amount of the transition obligation that would have been recognized as of the date of the declaration of a dividend or distribution if the corporation had elected to amortize its recognition of the transition. In addition, Section 1701.34 of the ORC provides that if a corporation has declared a cash dividend or distribution on any shares and has mailed to a shareholder at his address appearing on the records of the corporation a valid check in the amount of the dividend or distribution to which such shareholder is entitled, and such check would have been honored if duly presented to the bank on which it is drawn, no action for the recovery of such dividend or distribution or the amount thereof can be brought more than six years after the date of mailing the check.

Entitlement to dividends is subject to the preferences granted to other classes of securities Diebold may have outstanding in the future, including any serial preferred shares, and may be restricted by the terms of Diebold's debt instruments. In the event of liquidation of Diebold, Inc., holders of Diebold Common Shares are entitled to share in any assets of Diebold, Inc. remaining after satisfaction in full of its liabilities and satisfaction of such dividend and liquidation preferences as may be possessed by the holders of other classes of securities of Diebold, Inc., including any serial preferred shares. Diebold may not issue fractions of shares upon any occasion of the declaration, issuance and distribution of a dividend payable in shares; but all such fractions to which any shareholder might otherwise be entitled in connection with any such declaration, issuance, distribution or exchange will be eliminated and disposed of by such method, authorized, permitted or not prohibited by law, as may be determined by Diebold's board of directors. For a more detailed discussion, see the section of this Prospectus titled *20. Description of Share Capital of Diebold and Applicable Regulations*.

Diebold and Wincor Nixdorf will continue to pay dividends consistent with their respective past practice until the Closing Date.

Diebold intends to pay dividends at a lower per share rate, subject to market and other conditions, following the Closing Date. Diebold Common Shares issued to Wincor Nixdorf shareholders who validly tender in the Offer will be entitled to dividends following the Closing Date.

5.2 Dividend Policy and Earnings per Share

Diebold paid dividends of \$56.5 million and \$56.2 million in the nine months ended September 30, 2015 and 2014, respectively. Quarterly dividends were \$0.2875 per share for both periods. Diebold paid dividends of \$74.9 million, \$74.0 million and \$72.8 million in the years ended December 31, 2014, 2013 and 2012, respectively. Annualized dividends per share were \$1.15 for the years ended December 31, 2014 and 2013 and \$1.14 for the year ended December 31, 2012.

The following table sets forth earnings per share and dividends information for Diebold for the periods indicated. The statements of operations for each of the years ended December 31, 2014, 2013 and 2012 are derived from Diebold's audited financial statements, which are incorporated by reference herein. The financial information of Diebold for the nine months ended September 30, 2015 and for the nine months ended September 30, 2014 is derived from Diebold's unaudited consolidated financial statements, which

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are incorporated by reference herein. The operating results for the nine months ended September 30, 2015 are not necessarily indicative of the results of operations for the remainder of the fiscal year or any future period.

	(Unaudited)		Years Ended		
	Nine Months Ended September 30,		December 31,		
	2015	2014	2014	2013	2012
(in millions, except per share data)					
Basic earnings (loss) per common share					
Income (loss) from continuing operations, net of tax	\$ 0.63	\$ 1.31	\$ 1.77	\$ (2.85)	\$ 1.22
Net income (loss) attributable to Diebold, Incorporated	\$ 0.63	\$ 1.31	\$ 1.77	\$ (2.85)	\$ 1.17
Diluted earnings (loss) per common share					
Income (loss) from continuing operations, net of tax	\$ 0.63	\$ 1.30	\$ 1.76	\$ (2.85)	\$ 1.20
Net income (loss) attributable to Diebold, Incorporated	\$ 0.63	\$ 1.30	\$ 1.76	\$ (2.85)	\$ 1.15
Number of weighted-average shares outstanding					
Basic shares	64.9	64.5	64.5	63.7	63.1
Diluted shares	65.5	65.1	65.2	63.7	63.9
Dividends					
Common dividends paid	\$ 56.5	\$ 56.2	\$ 74.9	\$ 74.0	\$ 72.8
Common dividends paid per share	\$ 0.8625	\$ 0.8625	\$ 1.15	\$ 1.15	\$ 1.14

For a more detailed discussion, see the section of this Prospectus titled *5.3 Comparative per Share Market Price and Dividend Information*.

5.3 Comparative per Share Market Price and Dividend Information

Diebold Common Shares trade on the NYSE, under the symbol DBD, and Wincor Nixdorf Ordinary Shares trade on the Frankfurt Stock Exchange (*Frankfurter Wertpapierbörse*), under the symbol WIN. The table below sets forth, for the periods indicated, the high and low closing prices per share reported on the NYSE and on the Frankfurt Stock Exchange, as applicable.

	Diebold Common Shares		Wincor Nixdorf Ordinary Shares	
	High	Low	High	Low
2016				
January	\$ 29.50	\$ 24.69	46.36	42.00
2015				
December	\$ 37.51	\$ 29.13	48.42	32.89
November	\$ 34.90	\$ 30.09	47.68	43.94
October	\$ 37.51	\$ 33.87	48.42	43.34
September	\$ 37.47	\$ 30.20	46.55	33.40
September	\$ 31.92	\$ 29.36	37.75	33.63

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August	\$ 35.71	\$ 30.05	39.81	32.92
Fourth Quarter	\$ 37.51	\$ 29.96	48.42	33.40
Third Quarter	\$ 35.71	\$ 29.36	39.81	32.92
Second Quarter	\$ 37.83	\$ 33.43	46.42	32.89
First Quarter	\$ 36.34	\$ 31.05	46.52	37.85
2014	\$ 40.61	\$ 32.35	58.10	33.62
Fourth Quarter	\$ 37.89	\$ 32.82	40.25	33.62
Third Quarter	\$ 40.26	\$ 35.32	43.52	37.88
Second Quarter	\$ 40.61	\$ 36.45	53.20	41.56
First Quarter	\$ 40.31	\$ 32.35	58.10	50.27
2013	\$ 35.10	\$ 27.61	51.21	35.95
2012	\$ 40.68	\$ 28.26	41.59	26.45
2011	\$ 36.94	\$ 24.76	62.87	30.91

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The table below sets forth, for the periods indicated, the dividends declared on Diebold Common Shares and on Wincor Nixdorf Ordinary Shares.

	Diebold Common Shares Dividend	Wincor Nixdorf Ordinary Shares Dividend
2015		
Fourth Quarter	\$ 0.2875	
Third Quarter	\$ 0.2875	
Second Quarter	\$ 0.2875	
First Quarter	\$ 0.2875	1.75
2014		
Fourth Quarter	\$ 0.2875	
Third Quarter	\$ 0.2875	
Second Quarter	\$ 0.2875	
First Quarter	\$ 0.2875	1.48
2013		
Fourth Quarter	\$ 0.2875	
Third Quarter	\$ 0.2875	
Second Quarter	\$ 0.2875	
First Quarter	\$ 0.2875	1.05

The following table presents trading information for Diebold Common Shares on the NYSE and Wincor Nixdorf Ordinary Shares on the Frankfurt Stock Exchange on (1) October 16, 2015, the last trading day before Diebold and Wincor Nixdorf publicly announced that they had entered into a non-binding term sheet agreement regarding the key parameters of a potential strategic business combination, and (2) November 20, 2015, the last trading day before the date of public announcement of the execution of the Business Combination Agreement, and (3) February 3, 2016, the latest practicable trading date before the date of this Prospectus.

	Diebold Common Shares			Wincor Nixdorf Ordinary Shares		
	High	Low	Close	High	Low	Close
October 16, 2015	\$ 33.71	\$ 32.45	\$ 33.55	40.30	38.82	39.40
November 20, 2015	\$ 37.88	\$ 35.96	\$ 37.65	47.80	45.76	47.70
February 3, 2016	\$ 27.60	\$ 26.29	\$ 27.39	46.35	45.31	46.35

The value of the Diebold Common Shares that form a part of the Offer Consideration will change as the market price of Diebold Common Shares fluctuates during the pendency of the Offer, and therefore will likely be different from the prices set forth above at the time you receive your Diebold Common Shares. See the section in this Prospectus titled *1. Risk Factors*. Shareholders are encouraged to obtain current market quotations for Diebold Common Shares and Wincor Nixdorf Ordinary Shares prior to making any decision with respect to the Offer.

Table of Contents**6. CAPITALIZATION AND INDEBTEDNESS; STATEMENT ON WORKING CAPITAL**

The following table sets forth Diebold's cash and cash equivalents, capitalization and indebtedness as of November 30, 2015. The amounts below are in accordance with U.S. GAAP. For further information regarding the pro forma financial position of Diebold following the Business Combination, see the section of this Prospectus titled *11. Unaudited Pro Forma Condensed Combined Financial Information*.

6.1 Capitalization

	As of November 30, 2015 (in millions of \$)
Total current debt	\$ 33.1
Guaranteed	
Secured	
Unguaranteed/unsecured	33.1
Total non-current debt (excluding current portion of long-term debt)	737.5
Guaranteed (1)	4.4
Secured	
Unguaranteed/unsecured	733.1
Shareholders' equity	383.9
Share capital (2)	99.6
Legal reserve (3)	434.2
Other reserves (4)	(149.9)
Total	\$ 1,154.5

- (1) As of November 30, 2015, guaranteed non-current debt consisted of remaining industrial development revenue bonds. Diebold guaranteed the payments of principal and interest on the bonds by obtaining letters of credit. They were fully repaid in December 2015. For more information see the section *16.3 Debt Financing* of this Prospectus.
- (2) Share capital represents Common shares in Diebold's consolidated financial statements.
- (3) Legal reserve represents Additional capital in Diebold's consolidated financial statements.
- (4) Other reserves represents the total of Retained earnings of \$728.5 million, Treasury shares, at cost of \$(560.1) million, and Accumulated other comprehensive loss of \$(318.3) million in Diebold's consolidated financial statements.

6.2 Indebtedness

	As of November 30, 2015 (in millions of \$)
Cash	\$ 233.0
Cash equivalent	40.7

Trading securities (1)	82.6
Liquidity (2)	356.3
Current financial receivable (3)	628.1
Current bank debt	
Current portion of non-current debt	33.1
Other current financial debt	
Current financial debt	33.1
Net current financial indebtedness (4)	(951.3)
Non-current bank loans	730.2
Bonds issued	4.4
Other non-current loans	2.9
Non-current financial indebtedness	737.5
Net financial indebtedness (5)	\$ (213.8)

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- (1) Trading securities represents Short-term investments in Diebold's consolidated financial statements.
- (2) Liquidity is the total of Cash, Cash equivalent, and Trading securities.
- (3) Current financial receivable represents the total of Trade receivables, less allowances for doubtful accounts of \$571.6 million, short-term Notes receivable of \$15.1 million, and short-term Finance lease receivables of \$41.4 million in Diebold's consolidated financial statements.
- (4) Net current financial indebtedness is Current financial debt less Liquidity and Current financial receivable
- (5) Net financial indebtedness is the total of Net current financial indebtedness and Non-current financial indebtedness.

As of November 30, 2015, Diebold's indirect and contingent indebtedness was approximately \$306.2 million on an unaudited basis. These contingent obligations are related to future minimum operating lease payments of approximately \$128.5 million, material indirect tax matters of approximately \$166.9 million primarily in Brazil and Thailand, and purchase commitments due within one year of approximately \$10.8 million.

6.3 Working Capital Statement

In Diebold's opinion, Diebold has sufficient working capital to meet its present requirements and the present requirements of its subsidiaries for the next 12 months from the date of this Prospectus.

Table of Contents**7. DILUTION**

Dilution refers to two distinct aspects: dilution in participation, and dilution in value. Dilution in participation refers to the effect the issuance of new Diebold Common Shares has on the individual percentage of shareholding of the existing Diebold shareholders. Dilution in value refers to the effect the issuance of new Diebold Common Shares at a certain issue price has on the value of the shareholders' equity of Diebold per share at a certain point in time.

It is assumed that all Wincor Nixdorf shareholders accept the Offer Consideration for their 29.8 million Wincor Nixdorf Ordinary Shares (disregarding 3.3 million treasury shares held by Wincor Nixdorf for which Wincor Nixdorf has agreed not to accept the Offer) and that the total price of these 29.8 million Wincor Nixdorf Ordinary Shares amounts to \$1,731.1 million (converted from euros at \$1.1162 to 1, based on the noon buying rate as of September 30, 2015). This is based on \$433.9 million from the issuance of 12,940,236 million Diebold Common Shares at a price of \$33.53 per share, which corresponds to the volume-weighted average market price of Diebold's common shares on the NYSE during the last three months prior to the publication of the decision to launch the Offer on November 23, 2015, *i.e.*, the period from August 23, 2015 to and including November 22, 2015, and an additional cash payment in the aggregate amount of \$1,297.2 million (converted from euros at \$1.1162 to 1, based on the noon buying rate as of September 30, 2015). No additional capital increase by Wincor Nixdorf is assumed. It is also assumed that the estimated transaction and issuance costs of \$216.6 million and incremental interest expense of \$86.9 million will be deducted from the book value after the completion of the Offer. Based on these assumptions, the book value of equity attributable to shareholders increases by \$130.4 million based on the value of shares issued to tendering Wincor Nixdorf shareholders (\$433.9 million) minus transaction costs (\$216.6 million) and interest expense (\$86.9).

Calculation of Dilution

	Diebold	Wincor Nixdorf
	(in millions, except per share data)	
Prior to the Offer		
Book value of equity attributable to the shareholders (net book value) as of September 30, 2015 (Diebold) and June 30, 2015 (Wincor Nixdorf)	\$ 401.4	\$ 461.6(1)
Number of shares issued as of September 30, 2015 (Diebold) and June 30, 2015 (Wincor Nixdorf)	79.7	33.1
Proportionate book value of equity of the shareholders (net book value) per share	\$ 5.04	\$ 13.95(1)
Number of shares issued as of September 30, 2015 (Diebold) and June 30, 2015 (Wincor Nixdorf) excluding treasury shares	65.0	29.8
Proportionate book value of equity of the shareholders (net book value) per share excluding treasury shares	\$ 6.18	\$ 15.49
After completion of the Offer (2)		
Increase in book value of equity attributable to the shareholders (net book value) following the issuance of new Diebold Common Shares	\$ 130.4	
Book value of equity attributable to the shareholders (net book value)	\$ 531.8	
Calculation of number of Diebold Common Shares to be issued		
Number of Diebold Common Shares offered per tendered Wincor Nixdorf Ordinary Share	0.434	
	12.9	

Total number of Diebold Common Shares offered to Wincor Nixdorf shareholders

Number of Diebold Common Shares issued after the completion of the Offer (2)	77.9
------------------------------------------------------------------------------	------

Proportionate book value of equity attributable to the shareholders (net book value) per Diebold common share after completion of the Offer (2)

Proportionate book value of equity attributable to the shareholders (net book value) per Diebold common share of the combined company	\$ 6.83
Increase in proportional book value of equity attributable to the shareholders (net book value) per Diebold common share	\$ 0.65
Increase in proportional book value of equity attributable to the shareholders (net book value) per Diebold common share	10.5%
Dilution of the shareholding percentage of Diebold shareholders (3)	16.6%

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- (1) Converted from one euro to \$1.1140, based on the exchange rate as of June 30, 2015 for cable transfers in foreign currencies for customs purposes by the Federal Reserve Bank of New York.
- (2) Disregarding treasury shares held or any changes in the number of issued shares after September 30, 2015 (Diebold) or June 30, 2015 (Wincor Nixdorf) except for the capital increase creating the consideration for the tendered Wincor Nixdorf Ordinary Shares.
- (3) Dilution of the shareholding percentage of Diebold shareholders is calculated as the change in ownership from 100 percent prior to the Offer to 83.4 percent after completion of the Offer.

Wincor Nixdorf shareholders will not be exposed to a dilution of value because the net book value of the Wincor Nixdorf Ordinary Shares will not be affected by the exchange of Wincor Nixdorf Ordinary Shares for the Offer Consideration at the level of Wincor Nixdorf shareholders.

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8. SELECTED CONSOLIDATED FINANCIAL INFORMATION OF DIEBOLD

The following table sets forth selected historical consolidated financial information for Diebold as of the end of and for the periods indicated. The statements of operations information for each of the years ended December 31, 2014, 2013 and 2012, and the balance sheet information as of December 31, 2014 and 2013, are derived from Diebold's audited financial statements for such years. The statements of operations information for each of the years ended December 31, 2011 and 2010, and the balance sheet information as of December 31, 2012, 2011 and 2010, are derived from Diebold's audited financial statements for such years. The selected financial information of Diebold as of and for the nine months ended September 30, 2015 and for the nine months ended September 30, 2014 is derived from Diebold's unaudited consolidated financial statements for such periods. The selected financial information of Diebold as of September 30, 2014 is derived from Diebold's unaudited consolidated financial statements, which are not incorporated by reference. The operating results for the nine months ended September 30, 2015 are not necessarily indicative of the results of operations for the remainder of the fiscal year or any future period. The information set forth below is a summary that should be read together with the condensed consolidated financial statements and the consolidated financial statements of Diebold and the related notes thereto, as well as the section of this Prospectus titled *10. Management's Discussion and Analysis of Financial Condition and Results of Operations of Diebold*. The following selected historical consolidated financial information is qualified in its entirety by reference to such documents and all of the financial information and notes contained in those documents. See the section of this Prospectus titled *2.12 Where You Can Find More Information; Documents Available for Inspection* for instructions on how to obtain these documents.

Table of Contents**Selected Data from the Statement of Operations**

	(Unaudited)		Year Ended December 31				
	Nine Months Ended						
	September 30						
	2015	2014	2014	2013	2012	2011	2010
	(in millions, except per share data)						
Results of operations							
Net sales	\$ 2,069.8	\$ 2,189.8	\$ 3,051.1	\$ 2,857.5	\$ 2,991.7	\$ 2,835.8	\$ 2,823.8
Cost of sales	1,539.7	1,638.3	2,271.7	2,217.1	2,262.1	2,105.4	2,108.4
Gross profit	\$ 530.1	\$ 551.5	\$ 779.4	\$ 640.4	\$ 729.6	\$ 730.5	\$ 715.4
Amounts attributable to Diebold, Incorporated							
Income (loss) from continuing operations, net of tax	\$ 41.1	\$ 84.5	\$ 114.4	\$ (181.6)	\$ 76.7	\$ 143.6	\$ (24.7)
(Loss) income from discontinued operations, net of tax					(3.1)	0.5	0.3
Net income (loss) attributable to Diebold, Incorporated	\$ 41.1	\$ 84.5	\$ 114.4	\$ (181.6)	\$ 73.6	\$ 144.1	\$ (24.4)
Basic earnings (loss) per common share							
Income (loss) from continuing operations, net of tax	\$ 0.63	\$ 1.31	\$ 1.77	\$ (2.85)	\$ 1.22	\$ 2.23	\$ (0.37)
(Loss) income from discontinued operations, net of tax					(0.05)	0.01	
Net income (loss) attributable to Diebold, Incorporated	\$ 0.63	\$ 1.31	\$ 1.77	\$ (2.85)	\$ 1.17	\$ 2.24	\$ (0.37)
Diluted earnings (loss) per common share							
Income (loss) from continuing operations, net of tax	\$ 0.63	\$ 1.30	\$ 1.76	\$ (2.85)	\$ 1.20	\$ 2.21	\$ (0.37)
(Loss) income from discontinued operations, net of tax					(0.05)	0.01	
Net income (loss) attributable to Diebold, Incorporated	\$ 0.63	\$ 1.30	\$ 1.76	\$ (2.85)	\$ 1.15	\$ 2.22	\$ (0.37)
Number of weighted-average shares outstanding							

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Basic shares	64.9	64.5	64.5	63.7	63.1	64.2	65.9
Diluted shares	65.5	65.1	65.2	63.7	63.9	64.8	65.9

Dividends

Common dividends paid	\$ 56.5	\$ 56.2	\$ 74.9	\$ 74.0	\$ 72.8	\$ 72.9	\$ 71.9
Common dividends paid per share	\$ 0.8625	\$ 0.8625	\$ 1.15	\$ 1.15	\$ 1.14	\$ 1.12	\$ 1.08

Table of Contents*Selected Balance Sheet Data*

	(Unaudited)		Year Ended December 31				
	Nine Months Ended		2014	2013	2012	2011	2010
	September 30	September 30	2014	2013	2012	2011	2010
	2015	2014	(in millions, except per share data)				
Consolidated balance sheet data (as of period end)							
Current assets	\$ 1,608.2	\$ 1,787.7	\$ 1,655.5	\$ 1,555.4	\$ 1,814.9	\$ 1,732.2	\$ 1,714.0
Current liabilities	\$ 966.5	\$ 1,077.4	\$ 1,027.7	\$ 893.7	\$ 857.3	\$ 837.9	\$ 822.7
Net working capital	\$ 641.7	\$ 710.3	\$ 627.8	\$ 661.7	\$ 957.6	\$ 894.3	\$ 891.3
Property, plant and equipment, net	\$ 177.0	\$ 161.6	\$ 169.5	\$ 160.9	\$ 184.3	\$ 192.7	\$ 203.5
Long-term debt	\$ 618.3	\$ 555.0	\$ 479.8	\$ 480.2	\$ 617.5	\$ 606.2	\$ 550.4
Total long-term liabilities	\$ 882.1	\$ 739.7	\$ 759.5	\$ 668.9	\$ 908.8	\$ 834.8	\$ 720.2
Total assets	\$ 2,275.1	\$ 2,458.4	\$ 2,342.1	\$ 2,183.5	\$ 2,593.0	\$ 2,517.3	\$ 2,519.8
Total equity	\$ 426.5	\$ 641.3	\$ 554.9	\$ 620.8	\$ 826.8	\$ 844.6	\$ 976.8

Table of Contents**9. SELECTED CONSOLIDATED FINANCIAL INFORMATION OF WINCOR NIXDORF**

The following selected consolidated financial data have been derived from Wincor Nixdorf's consolidated financial statements which have been prepared in accordance with IFRS as issued by the IASB. The audited consolidated financial statements for the fiscal years ended September 30, 2014, 2013 and 2012 and the unaudited interim financial statements for the nine months ended June 30, 2015 and 2014 are included elsewhere in this Prospectus. You should read the following selected consolidated financial data in conjunction with Wincor Nixdorf's consolidated financial statements and the information included in the section of this Prospectus titled *26. Management's Discussion and Analysis of Financial Condition and Results of Operations of Wincor Nixdorf*.

	2015	Fiscal Year Ended September 30,			2011
		2014	2013	2012	
		(in thousands, except per share data)			
Consolidated statements of income data:					
Net sales	2,426,995	2,469,418	2,465,004	2,342,996	2,328,200
Cost of sales	(1,993,415)	(1,925,675)	(1,922,312)	(1,852,642)	(1,757,895)
Gross Profit	433,580	543,743	542,692	490,354	570,305
Net profit on operating activities	21,851	154,962	131,531	101,100	162,356
Profit for the period	7,772	104,100	87,849	62,665	108,289
Profit attributable to non-controlling interests	1,306	3,215	721	64	1,171
Profit attributable to equity holders of Wincor Nixdorf AG	6,466	100,885	87,128	62,601	107,118
Shares for calculation of basic earnings per share	29,816	29,796	29,776	29,776	30,795
Shares for calculation of diluted earnings per share	29,816	29,796	29,776	29,776	30,826
Basic earnings per share	0.22	3.39	2.93	2.10	3.48
Diluted earnings per share	0.22	3.39	2.93	2.10	3.47

	2015	As of September 30,			2011
		2014	2013	2012	
		(in thousands)			
Consolidated balance sheet data:					
Cash and cash equivalents	37,838	43,584	43,174	38,414	22,146
Current assets	931,701	979,641	853,302	840,072	737,752
Total assets	1,507,234	1,539,940	1,405,954	1,403,523	1,307,410
Subscribed capital	33,085	33,085	33,085	33,085	33,085
Equity (incl. non-controlling interests)	391,440	426,809	382,861	329,227	329,987

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Current liabilities	1,507,234	887,345	804,971	821,485	872,783
Total equity and liabilities	37,838	1,539,940	1,405,954	1,403,523	1,307,410

	Year Ended September 30,				
	2015	2014	2013	2012	2011
Other data (Unaudited):					
Dividends declared and payable per share (Euros)	n/a	1.75	1.48	1.05	1.70
Dividends declared and payable per share (\$U.S.)	n/a	\$ 2.36(1)	\$ 1.95(1)	\$ 1.37(1)	\$ 2.38(1)

(1) Calculated based on the average U.S. dollar exchange rate as published in Wincor Nixdorf's financial statements.

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10. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS OF DIEBOLD

10.1 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 and the consolidated financial statements and accompanying notes that are included in this Prospectus on pages F.1-1 *et seq.*

10.1.1 Introduction

Diebold provides the services, software and technology that connect people around the world with their money bridging the physical and digital worlds of cash conveniently, securely and efficiently. Since its founding in 1859, Diebold believes it has evolved to become a leading provider of exceptional self-service innovation, security and services to financial, retail, commercial and other markets. Diebold has approximately 15,000 employees with business in more than 90 countries worldwide. Diebold continues to execute its multi-year transformation Diebold 2.0 (**Diebold 2.0**), with the primary objective of transforming Diebold into a world-class, services-led and software-enabled company, supported by innovative hardware, which automates the way people connect with their money.

Diebold 2.0 consists of four pillars:

Cost Streamline the cost structure and improve near-term delivery and execution.

Cash Generate increased free cash flow in order to fund the investments necessary to drive profitable growth, while preserving the ability to return value to shareholders in the form of reliable dividends and, as appropriate, share repurchases.

Talent Attract and retain the talent necessary to drive innovation and the focused execution of the transformation strategy.

Growth Return Diebold to a sustainable, profitable growth trajectory.

Diebold is committed to its multi-year transformation plan that is expected to occur in three phases: 1) Crawl, 2) Walk, and 3) Run. As part of the transformation, Diebold has identified targeted savings of \$200.0 million that are expected to be fully realized by the end of 2017 and plans to reinvest approximately 50 percent of the cost savings to drive long-term growth. During the Crawl phase, Diebold was primarily focused on taking cost out of the business and reallocating a portion of these savings as reinvestments in systems and processes. Diebold engaged Accenture LLP (**Accenture**) in a multi-year outsourcing agreement to provide finance and accounting and procurement business process services. Cost savings, along with working capital improvements, resulted in significantly more free cash flow. With respect to talent, Diebold attracted new leaders from top technology and services companies. Through increased collaboration with customers, Diebold has also improved its growth trajectories in its FSS and Security

businesses.

During the second half of 2015, Diebold transitioned into the Walk phase of Diebold 2.0 whereby Diebold will continue to build on each pillar of cost, cash, talent and growth. The main difference in the Walk phase will be a greater emphasis on increasing the mix of revenue from services and software, as well as shaping Diebold's portfolio of businesses. As it relates to increasing the mix of services and software, Diebold has recently sharpened its focus on pursuing and winning multi-vendor services contracts in North America to further diversify its portfolio of services offerings. The total number of non-Diebold ATMs signed under contract as of September 30, 2015 was more than 11,000, which gives Diebold a solid platform for future growth. For the software business, the recent acquisition of Phoenix Interactive Design, Inc. (**Phoenix**) has significantly enhanced Diebold's ability to capture more of the dynamic self-service market. The integration of Phoenix is tracking to plan and all of Diebold's global software activities are being coordinated through the new development center in London, Ontario.

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As it relates to shaping the portfolio of businesses, Diebold's announcements subsequent to the third quarter are consistent with its strategy of transforming into a world-class services-led, software-enabled company, supported by innovative hardware. On October 25, 2015, Diebold announced it entered into a definitive asset purchase agreement to divest its North America-based electronic security business for an aggregate purchase price of approximately \$350.0 million in cash. Based on the successful transition of certain customer relationships, 10.0 percent of the purchase price is contingent and payable over a twelve-month period after closing. Diebold has also agreed to provide certain transition services for a \$6.0 million credit. The sale was completed on February 1, 2016. Additionally, Diebold is narrowing its scope in the Brazil other business to primarily focus on lottery and elections to help rationalize our solution set in that market. These decisions enable Diebold to refocus its resources and better position itself to pursue growth opportunities in the dynamic self-service industry.

10.1.2 Solutions

Diebold believes it is a leader in managed and maintenance services with a dedicated service network serving our customers across the globe. The combination of Diebold's differentiated security, remote management and highly-trained field technicians has made Diebold the preferred choice for current and emerging self-service solutions. Through managed services, banks entrust the management of their ATM and security operations to Diebold, allowing their associates to focus on core competencies. Furthermore, Diebold's managed services provides banks and credit unions with a leading-edge technology they need to stay competitive in the marketplace. In North America, Diebold believes it is a leading ATM services provider to financial institutions with over 85,000 ATMs under maintenance contracts and 28,000 managed ATMs.

A significant demand driver in the global ATM marketplace is branch automation. The concept is to help financial institutions reduce their costs by migrating routine transactions, typically done inside the branch, to lower-cost automated channels, while also growing revenue, and adding convenience and security for the banks' customers. Diebold serves as a strategic partner to its customers by offering a complete branch automation solution—services, software and technology—that addresses the complete value chain of consult, design, build and operate. Diebold's Advisory Services team collaborates with our clients to help define the ideal customer experience, modify processes, refine existing staffing models and deploy technology to meet branch automation objectives. The Diebold 9900 in-lobby teller terminal provides branch automation technology by combining the speed and accuracy of a self-service terminal with intelligence from the bank's core systems, as well as the ability to complete higher value transactions away from the teller line.

Diebold also offers hardware-agnostic, omni-channel software solutions for ATMs and a host of other self-service applications. These offerings include highly configurable, enterprise-wide software that automates and migrates financial services across channels, changing the way financial products are delivered to consumers.

Mobile integration is an emerging trend in branch automation, as consumers look for more convenient ways to interact with their financial institutions. To address this need, Diebold offers its innovative Mobile Cash Access software solution, which enables consumers to initiate ATM transactions with a mobile device. By eliminating the need for an ATM card, Mobile Cash Access dramatically speeds up transaction time and reduces the risk of card skimming, fraud and theft since sensitive customer information is never stored on the mobile device and is passed to the ATM via a secure VPN connection. Diebold has demonstrated success with this solution in North America (**NA**), and Europe, Middle East and Africa (**EMEA**).

As part of its branch automation solution, Diebold offers two-way video capabilities. The solution provides consumers with on-demand access to bank call center representatives at the ATM for sales or bank account maintenance support.

In addition to delivering a personal touch outside of regular business hours, it ultimately assists financial institutions by maximizing operational efficiencies, improving the consumer experience and enhancing the overall consumer relationship.

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An innovation that enhances security for customers is Diebold's ActivEdge secure card reader. This is the ATM industry's first complete anti-skimming, EMV compliant card reader that prevents all known forms of skimming, the most prevalent type of ATM crime. ActivEdge can assist financial institutions avoid skimming-related fraud losses which, according to the ATM Industry Association, totals more than \$2 billion annually worldwide. ActivEdge requires users to insert cards into the reader via the long edge, instead of the traditional short edge. Diebold believes by shifting a card's angle 90 degrees, ActivEdge prevents modern skimming devices from reading the card's full magnetic strip, eliminating the devices' ability to steal card data.

Diebold will continue to invest in developing new services, software and security solutions that align with the needs of its customers. During the third quarter, Diebold added its high-performance cash-dispensing and full-function ATM models to its self-service platform. Over the past year, Diebold has unveiled three new lines of ATMs-standard market, extended branch and the high-performance line, which are designed to meet specific market and branch needs for customers.

10.1.3 Key Factors Affecting Results

The key factors affecting Diebold's performance include, but are not limited to:

demand for services and software, including managed services and professional services;

timing of self-service equipment upgrades and/or replacement cycles;

demand for products and solutions related to bank branch automation opportunities;

demand for security products and services for the financial and commercial sectors; and

high levels of deployment growth for new self-service products in emerging markets.

10.1.4 Significant Highlights, Investments and Divestitures

In January 2015, Diebold announced the realignment of its Brazil and Latin America (LA) businesses to drive greater efficiency and further improve customer service. Beginning the first quarter of 2015, LA and Brazil operations were reported under one single reportable operating segment and comparative periods have been reclassified for consistency. The presentation of comparative periods also reflects the reclassification of certain global expenses from segment operating profit to corporate charges not allocated to segments due to the 2015 realignment activities.

On March 13, 2015, Diebold acquired all of the equity interests of Phoenix for a total purchase price of approximately \$72.9 million, including approximately \$12.6 million of deferred cash payment payable over the next three years. Acquiring Phoenix, a leader in developing innovative multi-vendor software solutions for ATMs and a host of other FSS applications, is a foundational move to accelerate Diebold's growth in the fast-growing managed services and branch automation spaces. The results of operations for Phoenix are primarily included in the NA reportable operating

segment within Diebold's condensed consolidated financial statements from the date of the acquisition. Preliminary purchase price allocations are subject to further adjustment until all pertinent information regarding the assets acquired and liabilities assumed are fully evaluated.

As of March 31, 2015, Diebold agreed to sell its equity interest in its Venezuela joint venture to its joint venture partner and recorded a \$10.3 million impairment of assets in the first quarter of 2015. On April 29, 2015, Diebold closed the sale for the estimated fair market value and recorded a \$1.0 million reversal of impairment of assets based on final adjustments in the second quarter of 2015, resulting in a \$9.3 million impairment of assets for the nine months ended September 30, 2015. Diebold no longer has a consolidating entity in Venezuela but will continue to operate in Venezuela on an indirect basis.

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Prior to the sale, Diebold's Venezuela operations consisted of a fifty-percent owned subsidiary, which was consolidated. Venezuela was measured using the U.S. dollar as its functional currency because its economy is considered highly inflationary. On March 24, 2014, the Venezuela government announced a currency exchange mechanism, SICAD 2, which yielded an exchange rate significantly higher than the rates established through the other regulated exchange mechanisms. As of March 31, 2014, management determined it was unlikely Diebold would be able to convert bolivars under a currency exchange other than SICAD 2 and Diebold remeasured its Venezuela balance sheet using the SICAD 2 rate of 50.86 compared to the previous official government rate of 6.30, which resulted in a decrease of \$6.1 million to Diebold's cash balance and net losses of \$12.1 million that were recorded within foreign exchange gain (loss), net in the condensed consolidated statements of operations in the first quarter of 2014. As a result of the currency devaluation, Diebold recorded to service cost of sales in the condensed consolidated statements of operations in the first quarter of 2014 a \$4.1 million lower of cost or market adjustment related to its service inventory. On February 10, 2015, the Venezuela government introduced a new foreign currency exchange platform called the Marginal Currency System, or SIMADI, which replaced the SICAD 2 mechanism, yielding another significant increase in the exchange rate. As of March 31, 2015, management determined it was unlikely that Diebold would be able to convert bolivars under a currency exchange other than SIMADI and remeasured its Venezuela balance sheet using the SIMADI rate of 192.95 compared to the previous SICAD 2 rate of 50.86, which resulted in a loss of \$7.5 million recorded within foreign exchange gain (loss), net in the condensed consolidated statements of operations in the first quarter of 2015.

In the second quarter of 2014, Diebold divested Diebold Eras Inc. (**Eras**) for a sale price of \$20.0 million, including installment payments of \$1.0 million on the first and second year anniversary dates of the closing. This sale resulted in a gain of \$13.7 million recognized within gain on sale of assets, net in the condensed consolidated statement of operations. Revenue and operating profit in the nine months ended September 30, 2014 related to this divested subsidiary were \$6.0 million and \$3.0 million, respectively, and are included within the NA segment. Net income before taxes related to this divested subsidiary is included in continuing operations and was \$3.0 million for the nine months ended September 30, 2014. There was no impact of Eras on the three months ended September 30, 2014.

In the third quarter of 2014, Diebold acquired 100 percent of the equity interests of Cryptera A/S (**Cryptera**), a supplier of Diebold's encrypting PIN pad technology and a leader in the research and development of secure payment technologies. This acquisition positioned Diebold as a significant original equipment manufacturer of secure payment technologies and allowed Diebold to own more of the intellectual property related to its ATMs. The total purchase price was approximately \$13.0 million, including a 10 percent deferred cash payment payable on the first anniversary of the acquisition. The results of operations for Cryptera are included in the EMEA segment within Diebold's condensed consolidated financial statements from the date of the acquisition.

The year ended December 31, 2013 included a \$67.6 million pre-tax non-cash pension charge related to the voluntary early retirement program, a \$70.0 million pre-tax goodwill impairment charge, \$57.0 million of pre-tax restructuring charges related to Diebold's multi-year realignment plan, including \$31.3 million related to the voluntary early retirement program, \$28.0 million of additional pre-tax losses related to the settlement of the global U.S. Foreign Corrupt Practices Act (**FCPA**) investigation, a \$17.2 million pre-tax net charge related to settlement of the securities class action, and \$9.3 million of pre-tax executive severance. Internationally, improvement was driven by higher FSS sales in AP and EMEA combined with security sales growth in Brazil, mainly due to the GAS Tecnologia (**GAS**), acquisition in Brazil. These increases were partially offset by a reduction in election systems and lottery sales in Brazil as well as a decline in FSS volume for LA. Additionally, the 2013 results were significantly impacted by a higher tax rate, which is a result of tax expense related to the repatriation of previously undistributed earnings and the establishment of a valuation allowance on certain Brazil deferred tax assets.

Table of Contents**10.2 Results of Operations**

The following discussion of Diebold'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 consolidated financial statements and the accompanying notes and the condensed consolidated financial statements and the accompanying notes which are included in this Prospectus on pages F.1-1 *et seq.*

10.2.1 Comparison of Three and Nine Months Ended September 30, 2014 and 2015

The table below presents the changes in comparative financial data for the three and nine month periods ended September 30, 2015 and 2014. Comments on significant fluctuations follow the table. The following discussion should be read in conjunction with Diebold's condensed consolidated financial statements and the accompanying notes, which are included in this Prospectus on pages F.1-2 *et seq.*

(\$ in millions)	(Unaudited) Three Months Ended September 30,				(Unaudited) Nine Months Ended September 30,			
	2015		2014		2015		2014	
	Dollars	% of Net sales	Dollars	% of Net sales	Dollars	% of Net sales	Dollars	% of Net sales
Net sales	\$ 680.9	100.0	\$ 768.0	100.0	\$ 2,069.8	100.0	\$ 2,189.8	100.0
Gross profit	\$ 167.3	24.6	\$ 200.6	26.1	\$ 530.1	25.6	\$ 551.5	25.2
Operating expenses	\$ 147.7	21.7	\$ 153.9	20.0	\$ 476.2	23.0	\$ 424.3	19.4
Operating profit	\$ 19.6	2.9	\$ 46.7	6.1	\$ 53.9	2.6	\$ 127.2	5.8
Net income	\$ 22.9	3.4	\$ 35.0	4.6	\$ 41.2	2.0	\$ 83.0	3.8
Net income (loss) attributable to noncontrolling interests	\$ 1.2	0.2	\$ 1.9	0.2	\$ 0.1		\$ (1.5)	(0.1)
Net income attributable to Diebold, Incorporated	\$ 21.7	3.2	\$ 33.1	4.3	\$ 41.1	2.0	\$ 84.5	3.9

10.2.1.1 Net Sales

The following table represents information regarding our net sales:

(\$ in millions)	(Unaudited) Three Months Ended September 30,			(Unaudited) Nine Months Ended September 30,		
	2015	2014	% Change	2015	2014	% Change
Financial self-service	\$ 509.9	\$ 550.4	(7.4)	\$ 1,573.2	\$ 1,559.8	0.9
Security	165.8	158.0	4.9	479.4	453.5	5.7
Brazil other	5.2	59.6	(91.3)	17.2	176.5	(90.3)

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Total revenue \$ 680.9 \$ 768.0 (11.3) \$ 2,069.8 \$ 2,189.8 (5.5)

FSS sales in the third quarter of 2015 decreased \$40.5 million or 7.4 percent compared to the same period of 2014, including net unfavorable currency impact of \$44.4 million or 8.1 percent. FSS sales in the first nine months of 2015 increased \$13.4 million or 0.9 percent compared to the same period of 2014, including net unfavorable currency impact of \$109.4 million or 7.0 percent. The unfavorable currency impacts in the three and nine months ended September 30, 2015 were related mainly to the Brazil real and euro. The following results include the impact of foreign currency:

NA FSS sales in the three months ended September 30, 2015 decreased \$10.6 million or 4.8 percent compared to the prior year period principally from lower product revenue in the U.S. regional bank space. FSS sales in the nine months ended September 30, 2015 compared to the same period of 2014 increased \$41.3 million or 6.6 percent primarily due to higher volume in Canada from a large deposit automation upgrade project that began in the third quarter of 2014 in conjunction with the benefit of the Phoenix acquisition partially offset by lower product revenue within the U.S. national bank business.

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AP FSS sales in the three and nine months ended September 30, 2015 decreased \$21.7 million and \$30.8 million or 17.1 and 8.9 percent, respectively, compared to the prior year periods. Unfavorable currency impact of \$6.6 million and \$10.9 million negatively influenced the three and nine month periods, respectively. In addition, the decreases in both time periods of 2015 were largely attributable to a decline in product revenue stemming from lower volume primarily in China, where the government is encouraging banks to increase their use of domestic ATM suppliers. The decline in the nine months ended September 30, 2015 was partially offset by service revenue growth across most countries in the region due in part to higher professional service volume.

EMEA FSS sales in the three and nine months ended September 30, 2015 decreased \$10.4 million and \$19.9 million or 10.4 and 6.6 percent, respectively, compared to the prior year periods. Unfavorable currency impact of \$16.4 million and \$50.4 million adversely impacted the three and nine months ended September 30, 2015, respectively, principally driven by the weakening of the euro. Excluding the impact of foreign currency, the third quarter of 2015 increased \$6.0 million primarily due to higher sales in the Middle East and Western Europe partially offset by lower volume in Africa distributors and South Africa. The nine months ended September 30, 2015, excluding the aforementioned unfavorable currency impact, increased \$30.5 million from higher product and parts volume in the Middle East and the benefit of the Cryptera acquisition partially offset by lower revenue in Western Europe.

LA FSS sales in the three and nine months ended September 30, 2015 increased \$2.3 million and \$22.8 million or 2.3 and 8.0 percent, respectively, compared to the prior year periods. The primary growth contributor in both time periods was higher volume in Mexico from customers refreshing their existing install base and an increase in Colombia. Additionally, the nine month period benefited from volume increases in other countries, particularly in Brazil on a constant currency basis. Conversely, the three and nine months ended September 30, 2015 were adversely influenced by unfavorable currency impact in Brazil of \$19.2 million and \$44.3 million, respectively. The nine months ended September 30, 2015 was also negatively impacted by lower service revenue in Venezuela as a result of the currency devaluation in the first quarter of 2015 and the subsequent sale of Diebold's equity interest in the joint venture.

Security sales in the three and nine months ended September 30, 2015 increased \$7.7 million and \$25.9 million or 4.9 percent and 5.7 percent, respectively, compared to the same periods in 2014 due to growth in the electronic security business, which was partially offset by unfavorable currency impact and a slight decline in the physical security business. NA was the catalyst for the security revenue improvement in the three and nine months ended September 30, 2015 as the region increased \$10.5 million and \$26.5 million or 7.6 and 6.6 percent, respectively.

Brazil other sales in the three and nine months ended September 30, 2015 include unfavorable currency impact of \$21.5 million and \$46.5 million, respectively. The three and nine months ended September 30, 2015 decreased due to a reduction in lottery sales compared to the same prior year periods. In addition, the nine months ended September 30, 2015 decreased from deliveries of information technology (IT) equipment to the Brazilian education ministry in the prior year. Market-specific economic and political factors continue to weigh on the purchasing environment driving lower volume in the country.

Incremental net sales from acquisitions, net of divestitures, for the three and nine months ended September 30, 2015 compared to the same periods in 2014 was \$0.3 million and \$8.8 million, respectively.

Table of Contents**10.2.1.2 Gross Profit**

The following table represents information regarding our gross profit:

(\$ in millions)	Three Months Ended September 30,			Nine Months Ended September 30,		
	2015	2014	% Change	2015	2014	% Change
Gross profit services	\$ 121.9	\$ 126.2	(3.4)	\$ 372.3	\$ 360.5	3.3
Gross profit products	45.4	74.4	(39.0)	157.8	191.0	(17.4)
Total gross profit	\$ 167.3	\$ 200.6	(16.6)	\$ 530.1	\$ 551.5	(3.9)
Gross margin services	30.1%	30.3%		30.8%	29.8%	
Gross margin products	16.4%	21.2%		18.3%	19.5%	
Total gross margin	24.6%	26.1%		25.6%	25.2%	

Service gross margin for the three months ended September 30, 2015 was relatively flat while the nine months ended September 30, 2015 improved over the prior year mainly due to broad-based improvements as a result of our service transformation efforts and improved mix of services. LA service gross margin in the nine months ended September 30, 2015 increased principally due to a lower of cost or market adjustment of \$4.1 million in the first quarter of 2014 as a result of the Venezuela currency devaluation. Service gross profit included restructuring charges of \$1.6 million and \$0.6 million in the three months ended September 30, 2015 and 2014, respectively, and \$2.8 million and \$1.4 million in the nine months ended September 30, 2015 and 2014, respectively.

The decrease in product gross margin for the three and nine months ended September 30, 2015 compared to the same periods in 2014 was mainly due to an unfavorable blend of country revenue and product solution mix. In addition, product gross margin in both time periods of 2015 was adversely impacted by \$4.7 million of inventory reserves related to the cancellation of certain projects in connection with the current Brazilian economic and political environment. Product gross profit included total restructuring charges and non-routine expenses of \$0.4 million and \$2.2 million in the three and nine months ended September 30, 2015, respectively, and minimal impact in the three and nine months ended September 30, 2014.

Incremental gross profit from acquisitions, net of divestitures, for the three and nine months ended September 30, 2015 compared to the same periods in 2014 was \$0.8 million and \$11.7 million, respectively.

10.2.1.3 Operating Expenses

The following table represents information regarding our operating expenses:

(\$ in millions)	Three Months Ended September 30,			Nine Months Ended September 30,		
	2015	2014	% Change	2015	2014	% Change
Selling and administrative expense	\$ 127.6	\$ 129.9	(1.8)	\$ 392.5	\$ 371.2	5.7
Research, development and engineering expense	20.0	24.5	(18.4)	66.2	66.2	
Impairment of assets			N/M	18.9		N/M

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Loss (gain) on sale of assets, net	0.1	(0.5)	N/M	(1.4)	(13.1)	89.3
Total operating expenses	\$ 147.7	\$ 153.9	(4.0)	\$ 476.2	\$ 424.3	12.2

The decrease in selling and administrative expense in the three months ended September 30, 2015 compared to the same period of 2014 primarily resulted from favorable currency impact and lower operational spend. These benefits were partially offset by higher total restructuring and non-routine charges and an increase in the bad debt reserve of \$4.6 million in the third quarter of 2015 related to the cancellation of a previously awarded government contract in connection with the current Brazilian

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economic and political environment. Selling and administrative expense in the nine months ended September 30, 2015 increased compared to the same prior year period as a result of higher operational spend from Diebold's reinvesting of savings into transformation initiatives and the aforementioned increases in bad debt reserve, restructuring and non-routine charges. These were partially offset by the favorable impact from foreign currency. The impact from acquisitions, net of divestitures, was an increase in selling and administrative expense of \$3.6 million and \$8.4 million for the three and nine months ended September 30, 2015 compared to the same periods of 2014.

Selling and administrative expense included non-routine expenses of \$4.0 million and \$3.6 million in the three months ended September 30, 2015 and 2014, respectively, and \$13.5 million and \$6.2 million in the nine months ended September 30, 2015 and 2014, respectively. The primary component of the non-routine expenses in both years pertained to legal, indemnification and professional fees related to corporate monitor efforts. Additionally, potential acquisition and divestiture related costs of \$2.6 million were incurred in the third quarter of 2015. Selling and administrative expense included restructuring charges of \$5.9 million and \$0.4 million in the three months ended September 30, 2015 and 2014, respectively, and \$13.1 million and \$5.3 million in the nine months ended September 30, 2015 and 2014, respectively. Restructuring charges in 2015 and 2014 consisted of Diebold's transformation and business process outsourcing initiative. There were additional costs in 2015 associated with executive delayering.

Research, development and engineering expense as a percent of net sales in the three and nine months ended September 30, 2015 were 2.9 percent and 3.2 percent, respectively, compared with the same periods in 2014, which were 3.2 percent and 3.0 percent, respectively. The spend decrease in the three months ended September 30, 2015 was mainly due to higher labor and material costs incurred in the third quarter of 2014 as a result of activity related to the launch of new ATM models and enhanced modules. The nine months ended September 30, 2015 was flat to prior year as incremental expense associated with acquisitions of \$3.0 million was offset primarily by favorable currency impact.

As of March 31, 2015, Diebold agreed to sell its equity interest in its Venezuela joint venture to its joint venture partner and recorded a \$10.3 million impairment of assets in the first quarter of 2015. On April 29, 2015, Diebold closed the sale for the estimated fair market value and recorded a \$1.0 million reversal of impairment of assets based on final adjustments in the second quarter of 2015, resulting in a \$9.3 million impairment of assets for the nine months ended September 30, 2015. Diebold no longer has a consolidating entity in Venezuela but will continue to operate in Venezuela on an indirect basis. Additionally, Diebold recorded an impairment related to other intangibles in LA in the second quarter of 2015 and an impairment of \$9.1 million related to redundant legacy Diebold internally-developed software as a result of the acquisition of Phoenix in the first quarter of 2015.

The gain on sale of assets in the nine months ended September 30, 2015 was primarily due to the sale of a building in NA. During the second quarter of 2014, Diebold divested its Eras subsidiary, resulting in a gain on sale of assets of \$13.7 million.

10.2.1.4 Operating Profit

The following table represents information regarding our operating profit:

(\$ in millions)	Three Months Ended			Nine Months Ended		
	2015	2014	% Change	2015	2014	% Change

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Operating profit	\$ 19.6	\$ 46.7	(58.0)	\$ 53.9	\$ 127.2	(57.6)
Operating profit margin	2.9%	6.1%		2.6%	5.8%	

The decrease in operating profit for the three months ended September 30, 2015 compared to the same period in 2014 was driven by a decline in revenue and gross profit associated with Brazil other solutions and China, where the government is encouraging banks to increase the use of domestic ATM suppliers. This was partially offset by lower operating expenses in the period.

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The decrease in operating profit for the nine months ended September 30, 2015 compared to the same period in 2014 was mainly due to lower product revenue and higher net non-routine and restructuring charges, inclusive of impairment of assets and gain on sales of assets, partially offset by an improvement in service margin.

10.2.1.5 Other Income (Expense)

The following table represents information regarding our other (expense) income, net:

(\$ in millions)	Three Months Ended September 30,			Nine Months Ended September 30,		
	2015	2014	% Change	2015	2014	% Change
Investment income	\$ 5.9	\$ 7.9	(25.3)	\$ 20.6	\$ 26.6	(22.6)
Interest expense	(8.5)	(8.3)	(2.4)	(24.1)	(23.1)	(4.3)
Foreign exchange gain (loss), net	1.3	1.0	30.0	(9.2)	(10.4)	11.5
Miscellaneous, net	(1.3)	0.5	N/M	(1.7)	0.4	N/M
Other (expense) income, net	\$ (2.6)	\$ 1.1	N/M	\$ (14.4)	\$ (6.5)	N/M

The decrease in investment income in both the three and nine months ended September 30, 2015, compared with the same periods in 2014, was driven primarily by unfavorable currency impact in Brazil. The foreign exchange gain (loss), net for the first nine months of 2015 and 2014 included \$7.5 million and \$12.1 million, respectively, related to the devaluation of Venezuela currency.

10.2.1.6 Net Income

The following table represents information regarding our net income:

(\$ in millions)	Three Months Ended September 30,			Nine Months Ended September 30,		
	2015	2014	% Change	2015	2014	% Change
Net income	\$ 22.9	\$ 35.0	(34.6)	\$ 41.2	\$ 83.0	(50.4)
Percent of net sales	3.4%	4.6%		2.0%	3.8%	
Effective tax rate	(34.7)%	26.8%		(4.3)%	31.2%	

The tax rate benefit for the three and nine months ended September 30, 2015 resulted from the repatriation of foreign earnings and the associated recognition of foreign tax credits and releases of uncertain tax positions due to the expiration of the statute of limitations. Additionally, the tax rate benefit for the nine months ended September 30, 2015 included the release of a valuation allowance and discrete tax items resulting from the sale of its Venezuela joint venture recorded primarily in the first quarter. The tax rate for the three months and nine months ended September 30, 2014 reflected the release of valuation allowance against excess capital losses utilized. Additionally, the tax rate for the nine months ended September 30, 2014 was negatively impacted by discrete tax expense on the repatriation of certain foreign earnings recorded in the first quarter of 2014.

10.2.1.7 Segment Revenue and Operating Profit Summary

The following tables represent information regarding our revenue and operating profit by reporting segment:

North America (\$ in millions)	Three Months Ended September 30,			Nine Months Ended September 30,		
	2015	2014	% Change	2015	2014	% Change
Revenue	\$ 361.4	\$ 361.5		\$ 1,092.7	\$ 1,025.0	6.6
Segment operating profit	\$ 66.7	\$ 71.2	(6.3)	\$ 208.1	\$ 202.7	2.7
Segment operating profit margin	18.5%	19.7%		19.0%	19.8%	

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NA revenue in the three months ended September 30, 2015 was flat to the prior year period as sustained growth in the electronic security business was offset by lower product revenue in the U.S. regional FSS business. Revenue in the nine months ended September 30, 2015 also benefited from electronic security growth in addition to higher volume in Canada from a deposit automation upgrade project that began in the third quarter of 2014. Operating profit decreased in the third quarter of 2015 principally due to an increase in operating expense supporting our transformation efforts. Operating profit in the nine months ended September 30, 2015 increased in comparison to the prior year period as a function of the aforementioned higher revenue offset by an increase in operating expense supporting our transformation efforts which negatively impacted operating profit margin.

Asia Pacific (\$ in millions)	Three Months Ended September 30,			Nine Months Ended September 30,		
	2015	2014	% Change	2015	2014	% Change
Revenue	\$ 107.6	\$ 135.0	(20.3)	\$ 327.5	\$ 361.5	(9.4)
Segment operating profit	\$ 14.2	\$ 20.8	(31.7)	\$ 46.7	\$ 50.9	(8.3)
Segment operating profit margin	13.2%	15.4%		14.3%	14.1%	

AP revenue in the three and nine months ended September 30, 2015 decreased from the prior year comparable periods mainly as a result of a decline in product revenue stemming from lower volume particularly in China, where the government is encouraging banks to increase their use of domestic ATM suppliers. AP revenue for the three and nine months ended September 30, 2015 was also adversely impacted by unfavorable currency of \$7.4 million and \$11.9 million, respectively. The decline in the nine months ended September 30, 2015 was partially offset by service revenue growth across most countries in the region due in part to higher professional service volume. Operating profit in the three months ended September 30, 2015 compared to the same period of 2014 decreased from a combination of lower product volume and a decline in service gross profit. Operating profit in the nine months ended September 30, 2015 compared to the prior year decreased as a result of lower product volume and higher operating expenses partially offset by higher margin service revenue.

Europe, Middle East and Africa (\$ in millions)	Three Months Ended September 30,			Nine Months Ended September 30,		
	2015	2014	% Change	2015	2014	% Change
Revenue	\$ 89.5	\$ 99.8	(10.3)	\$ 282.4	\$ 302.3	(6.6)
Segment operating profit	\$ 11.1	\$ 14.4	(22.9)	\$ 37.6	\$ 47.6	(21.0)
Segment operating profit margin	12.4%	14.4%		13.3%	15.7%	

EMEA revenue in the three and nine months ended September 30, 2015 decreased compared to the prior year period largely due to unfavorable currency impact of \$16.4 million and \$50.4 million, respectively. Excluding the impact from foreign currency, the increase of \$6.1 million in the three months ended September 30, 2015 compared to the same period in 2014 was driven by higher parts sales and product volume in the Middle East as well as higher revenue in Western Europe, partially offset by lower volume in Africa distributors and South Africa. Excluding the impact from foreign currency, the increase of \$30.5 million in the nine months ended September 30, 2015 compared to the same prior year period was driven by higher product volume and service parts sales in the Middle East as well as the benefit of the Cryptera acquisition offset in part by lower revenue in Western Europe. Operating profit declined in both time periods mainly due to the aforementioned unfavorable currency impact. In addition, the three months ended September 30, 2015 was negatively affected by revenue mix across the region while the nine months ended September 30, 2015 was negatively impacted by higher operating expenses due in part to incremental expense from the Cryptera acquisition.

Latin America (\$ in millions)	Three Months Ended September 30,			Nine Months Ended September 30,		
	2015	2014	% Change	2015	2014	% Change
Revenue	\$ 122.4	\$ 171.7	(28.7)	\$ 367.2	\$ 501.0	(26.7)
Segment operating profit	\$ 4.8	\$ 18.7	(74.3)	\$ 21.1	\$ 38.9	(45.8)
Segment operating profit margin	3.9%	10.9%		5.7%	7.8%	

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LA revenue decreased in the three and nine months ended September 30, 2015 compared to the same periods of 2014 due to unfavorable currency impact of \$42.0 million and \$94.2 million, respectively, and market-specific economic and political factors in Brazil affecting the purchasing environment thereby driving lower Brazil other volume. In addition, revenue in the first nine months of 2015 declined due to deliveries of IT equipment to a Brazil education ministry in the prior year. These declines were partially offset by FSS revenue growth in both time periods, particularly in Mexico, and to a lesser extent higher electronic security revenue.

Operating profit in the three and nine months ended September 30, 2015 decreased from lower product volume combined with a decrease in product margin resulting in part from unfavorable country revenue and product mix. In addition, both time periods were unfavorably impacted by \$4.6 million and \$4.7 million in bad debt and inventory reserve increases, respectively. These increases primarily related to the cancellation of a previously awarded government contract in connection with the current Brazilian economic and political environment. Conversely, operating profit in three and nine months ended September 30, 2015 benefited from lower operating expense largely due to favorable currency impact while the nine months ended September 30, 2014 was unfavorably impacted by a lower of cost or market adjustment of \$4.1 million in the first quarter of 2014 as a result of the Venezuela currency devaluation.

For further details of segment revenue and operating profit, refer to note 18 to Diebold's condensed consolidated financial statements for the nine months ended September 30, 2015, which is included in this Prospectus on pages F.1-25 *et seq.*

Table of Contents**10.2.2 Comparison of Years Ended December 31, 2014, 2013 and 2012**

The table below presents the changes in comparative financial data for the years ended December 31, 2014, 2013 and 2012. Comments on significant year-to-year fluctuations follow the table. The following discussion should be read in conjunction with Diebold's consolidated financial statements and the accompanying notes which are included in this Prospectus on pages F.1-29 *et seq.*

(\$ in millions)	Year Ended December 31,							
	2014			2013			2012	
	\$	% of Net Sales	% Change	\$	% of Net Sales	% Change	\$	% of Net Sales
Net sales								
Services	\$ 1,637.6	53.7		\$ 1,637.1	57.3	0.6	\$ 1,626.5	54.4
Products	1,413.5	46.3	15.8	1,220.4	42.7	(10.6)	1,365.2	45.6
	3,051.1	100.0	6.8	2,857.5	100.0	(4.5)	2,991.7	100.0
Cost of sales								
Services	1,147.4	37.6	(6.2)	1,222.7	42.8	0.6	1,215.7	40.6
Products	1,124.3	36.9	13.1	994.4	34.8	(5.0)	1,046.4	35.0
	2,271.7	74.5	2.5	2,217.1	77.6	(2.0)	2,262.1	75.6
Gross profit	779.4	25.5	21.7	640.4	22.4	(12.2)	729.6	24.4
Selling and administrative expense	515.7	16.9	(13.6)	596.8	20.9	13.1	527.7	17.6
Research, development and engineering expense	93.6	3.1	1.4	92.3	3.2	7.5	85.9	2.9
Impairment of assets	2.1	0.1	(97.1)	72.0	2.5		15.8	0.5
Gain on sale of assets, net	(12.9)	(0.4)		(2.4)	(0.1)		(1.2)	
	598.5	19.6	(21.1)	758.7	26.5	20.8	628.2	21.0
Operating profit (loss)	180.9	5.9		(118.3)	(4.1)		101.4	3.4
Other (expense) income, net	(10.3)	(0.3)		(1.5)	(0.1)		9.5	0.3
Income (loss) from continuing operations before taxes	170.6	5.6		(119.8)	(4.2)		110.9	3.7
Income tax expense	53.6	1.8	(5.5)	56.7	2.0		28.2	0.9
Income (loss) from continuing operations	117.0	3.8		(176.5)	(6.2)		82.7	2.8
Loss from discontinued operations, net of tax						(100.0)	(3.2)	(0.1)
Net income (loss)	117.0	3.8		(176.5)	(6.2)		79.5	2.7
	2.6		(48.8)	5.1	0.2	(14.5)	5.9	0.2

Net income attributable to
non-controlling interests

Net income (loss) attributable to Diebold, Incorporated	\$ 114.4	3.8	\$ (181.6)	(6.4)	\$ 73.6	2.5
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**Amounts attributable to
Diebold, Incorporated**

Income (loss) from continuing operations, net of tax	\$ 114.4	3.8	\$ (181.6)	(6.4)	\$ 76.7	2.6
Loss from discontinued operations, net of tax					(3.1)	(0.1)

Net income (loss) attributable to Diebold, Incorporated	\$ 114.4	3.8	\$ (181.6)	(6.4)	\$ 73.6	2.5
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Table of Contents**10.2.3 2014 comparison with 2013****10.2.3.1 Net Sales**

The following table represents information regarding our net sales for the years ended December 31:

(\$ in millions)	2014	2013	\$ Change	% Change
Total financial self-service	\$ 2,197.9	\$ 2,166.6	\$ 31.3	1.4
Total security	628.0	618.9	9.2	1.5
Total financial self-service & security	2,825.9	2,785.5	40.4	1.5
Brazil other	225.2	72.0	153.2	
Total net sales	\$ 3,051.1	\$ 2,857.5	\$ 193.6	6.8

The increase in FSS sales included a net unfavorable currency impact of \$53.2 million or 2.6 percent, of which 43 percent related to the Brazilian real. The following segment results include the impact of foreign currency. NA FSS sales decreased \$17.2 million or 2.0 percent primarily from lower volume within the U.S. national bank business partially offset by improvement between years in the U.S. regional bank space and Canada. AP FSS sales increased \$19.7 million or 4.3 percent primarily due to growth in India, China and the Philippines partially offset by a decline in Indonesia due to a large order in the prior year. EMEA FSS sales increased \$59.6 million or 16.5 percent with the main drivers being growth in Western Europe, higher volume in Africa and the acquisition of Cryptera. LA FSS sales decreased \$30.7 million or 6.6 percent due to lower product sales volume primarily in Brazil, as a decline in Colombia and a decrease in Venezuela resulting from the currency control policy of the Venezuelan government offset by higher volume in Mexico and a net gain in the rest of the region.

Security sales increased due to growth in the electronic security business, which was partially offset by a decline in the physical security business. From a regional perspective, the increase in total security sales resulted primarily from growth in NA.

Brazil other increased due to lottery sales volume combined with the favorable impact of deliveries of information technology (IT) equipment to the education ministry primarily in the first quarter of 2014, which are not expected to recur in 2015, offset in part by a decrease in election systems sales.

10.2.3.2 Gross Profit

The following table represents information regarding our gross profit for the years ended December 31:

(\$ in millions)	2014	2013	\$ Change	% Change
Gross profit services	\$ 490.3	\$ 414.4	\$ 75.9	18.3
Gross profit products	289.1	226.0	63.1	27.9
Total gross profit	\$ 779.4	\$ 640.4	\$ 139.0	21.7

Gross margin services	29.9%	25.3%
Gross margin products	20.5%	18.5%
Total gross margin	25.5%	22.4%

The increase in service gross margin was primarily driven by NA, which benefited from lower employee-related expense associated with restructuring initiatives implemented as part of Diebold's service transformation efforts, including the ongoing benefit from its pension freeze and voluntary early retirement program. Total service gross margin in 2014 compared to the prior year was also favorably impacted by margin improvement in LA. Total service gross profit in 2014 and 2013 included restructuring charges of \$1.4 million and \$27.1 million, respectively.

The increase in product gross margin resulted from margin improvements in each international region. LA was a strong contributor as Diebold benefited from certain contractual provisions in Venezuela that settled

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in the year ended December 31, 2014. EMEA was also a contributor largely due to higher volume. Total product gross profit in 2014 included a non-routine benefit of \$5.8 million and 2013 included non-routine expense of \$0.8 million, both of which were related to Brazil indirect tax.

10.2.3.3 Operating Expenses

The following table represents information regarding our operating expenses for the years ended December 31:

(\$ in millions)	2014	2013	\$ Change	% Change
Selling and administrative expense	\$ 515.6	\$ 596.7	\$ (81.1)	(13.6)
Research, development and engineering expense	93.6	92.3	1.3	1.4
Impairment of assets	2.1	72.0	(69.9)	(97.1)
Gain on sale of assets, net	(12.9)	(2.4)	(10.5)	
Total operating expenses	\$ 598.4	\$ 758.6	\$ (160.2)	(21.1)

The decrease in selling and administrative expense resulted primarily from lower non-routine expense and restructuring charges, savings realized from Diebold's continued focus on cost structure and favorable currency impact, partially offset by the reinvestment of Diebold's savings into transformation initiatives. Non-routine expenses of \$9.2 million and \$128.7 million were included in 2014 and 2013, respectively. The primary components of the 2013 non-routine expense were a \$67.6 million non-cash pension charge, additional losses of \$28.0 million related to the settlement of the FCPA investigation, \$17.2 million related to the settlement of the securities class action lawsuit and executive severance costs of \$9.3 million. Selling and administrative expense also included \$9.9 million and \$22.6 million of restructuring charges in 2014 and 2013, respectively. Restructuring charges in 2014 and 2013 related to Diebold's multi-year realignment plan. Excluding non-routine expenses and restructuring charges, selling and administrative expense increased \$51.1 million, which is nearly flat as a percentage of net sales in 2014 compared to the prior year. The increase in selling and administrative expense primarily relates to approximately \$21.0 million of incremental commission expense and \$30.0 million of investments related to our back office transformation.

Research, development and engineering expense as a percent of net sales in 2014 and 2013 were relatively flat. Diebold increased investment in 2014 related to development efforts to support Diebold's innovation in future products, which was offset by restructuring charges of \$6.1 million incurred in 2013.

Diebold performed an other-than-annual assessment for its Brazil reporting unit in the third quarter of 2013 based on a two-step impairment test and concluded that the goodwill within the Brazil reporting unit was partially impaired. Diebold recorded a \$70.0 million pre-tax, non-cash goodwill impairment charge in the third quarter of 2013 due to deteriorating macro-economic outlook, structural changes to an auction-based purchasing environment and new competitors entering the market.

During the second quarter of 2014, Diebold divested Eras within the NA segment, resulting in a gain on sale of assets of \$13.7 million. During the first quarter of 2013, Diebold recognized a gain on assets of \$2.2 million resulting from the sale of certain U.S. manufacturing operations to a long-time supplier.

10.2.3.4 Operating Profit (Loss)

The following table represents information regarding our operating profit (loss) for the years ended December 31:

(\$ in millions)	2014	2013	\$ Change	% Change
Operating profit (loss)	\$ 180.9	\$ (118.3)	\$ 299.2	
Operating profit (loss) margin	5.9%	(4.1)%		

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The increase in operating profit (loss) resulted from a reduction in operating expense mainly due to lower non-routine and restructuring charges. Operating profit also improved in total margin and higher product sales, offset in part by higher spend partially attributable to reinvestment of Diebold's savings into transformation strategies.

10.2.3.5 Other (Expense) Income

The following table represents information regarding our other (expense) income for the years ended December 31:

(\$ in millions)	2014	2013	\$ Change	% Change
Investment income	\$ 34.5	\$ 27.6	\$ 6.9	25.0
Interest expense	(31.4)	(29.2)	(2.2)	7.5
Foreign exchange (loss) gain, net	(11.8)	0.2	(12.0)	
Miscellaneous, net	(1.7)	(0.1)	(1.6)	
Other (expense) income	\$ (10.4)	\$ (1.5)	\$ (8.9)	

The increase in investment income compared to the prior year was driven by LA due to leasing portfolio growth in Brazil. The foreign exchange loss for 2014 and the foreign exchange gain in 2013 included losses of \$12.1 million and \$1.6 million, respectively, related to the devaluation of the Venezuelan currency.

10.2.3.6 Net Income (Loss)

The following table represents information regarding our net income (loss) for the years ended December 31:

(\$ in millions)	2014	2013	\$ Change	% Change
Net income (loss)	\$ 117.0	\$ (176.5)	\$ 293.5	
Percent of net sales	3.8%	(6.2)%		
Effective tax rate	31.4%	(47.3)%		

The increase in net income was driven by higher operating profit related mainly to significantly lower non-routine and restructuring expense, an improvement in service margin and higher product sales. These benefits were offset in part by higher spend partially attributable to reinvestment of Diebold's savings into transformation initiatives and unfavorable other (expense) income in 2014 resulting from foreign exchange loss due to the devaluation of the Venezuelan currency.

The negative tax rate for 2013 is a result of tax expense of approximately \$55.0 million related to the repatriation of previously undistributed earnings and the establishment of a valuation allowance of approximately \$39.2 million on deferred tax assets in Diebold's Brazilian manufacturing facility. The 2013 tax rate was also negatively impacted by the partially non-deductible goodwill impairment related to the Brazil reporting unit and the FCPA penalty charge.

10.2.3.7 Segment Revenue and Operating Profit Summary

The following tables represent information regarding our revenue and operating profit by reporting segment for the years ended December 31:

North America

(\$ in millions)	2014	2013	\$ Change	% Change
Revenue	\$ 1,407.7	\$ 1,415.1	\$ (7.4)	(0.5)
Segment operating profit	\$ 282.3	\$ 255.0	\$ 27.3	10.7
Segment operating profit margin	20.1%	18.0%		

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NA revenue decreased due to lower FSS sales resulting from decreased volume in the U.S. national bank sector partially due to the impact of a large non-recurring project in the prior year, offset in part by improvement between years in the U.S. regional bank business and Canada. NA revenue also declined due to lower physical security sales between years offset by higher electronic security revenue. Operating profit increased despite the net sales decline due to an improvement in service margin primarily driven by lower employee-related expense resulting from restructuring initiatives in addition to the ongoing benefit from Diebold's pension freeze and voluntary early retirement program.

Asia Pacific

(\$ in millions)	2014	2013	\$ Change	% Change
Revenue	\$ 500.3	\$ 479.1	\$ 21.2	4.4
Segment operating profit	\$ 66.4	\$ 62.8	\$ 3.6	5.8
Segment operating profit margin	13.3%	13.1%		

AP revenue in 2014 included net unfavorable currency impact of \$14.1 million. Including the impact of foreign currency, revenue in 2014 compared to 2013 increased mainly from growth in India, China and the Philippines partially offset by a decrease in Indonesia because of a large order in 2013. Operating profit increased due to higher volume and improved margin performance in the region partially offset by higher operating expense.

Europe, Middle East and Africa

(\$ in millions)	2014	2013	\$ Change	% Change
Revenue	\$ 421.1	\$ 362.2	\$ 58.9	16.3
Segment operating profit	\$ 61.4	\$ 44.0	\$ 17.4	39.4
Segment operating profit margin	14.6%	12.2%		

EMEA revenue increased primarily from higher sales volume in Western Europe and Africa. The acquisition of Cryptera in the third quarter of 2014 resulted in incremental revenue and operating profit of \$14.9 million and \$1.2 million, respectively. The overall volume increase led to product gross margin expansion driving the improvement in operating profit compared to the prior year.

Latin America

(\$ in millions)	2014	2013	\$ Change	% Change
Revenue	\$ 721.9	\$ 601.1	\$ 120.8	20.1
Segment operating profit	\$ 68.7	\$ 41.5	\$ 27.2	65.5
Segment operating profit margin	9.5%	6.9%		

LA revenue increased in 2014 compared to 2013, including a net unfavorable currency impact of \$29.1 million. The constant currency revenue improvement related to lottery sales volume and deliveries of IT equipment to the education ministry in the first quarter of 2014 partially offset by a decrease in FSS volume and elections systems sales. Operating profit increased as a result of the higher product sales volume, the benefit from certain contractual provisions in Venezuela that settled in the year ended December 31, 2014 and a gain in service margin primarily in Brazil. This was partially offset by an increase in operating expenses and a lower of cost or market adjustment of \$4.1 million in 2014 as a result of the Venezuelan currency devaluation.

Refer to note 20 to Diebold's consolidated financial statements for the year ended December 31, 2014 for further details of segment revenue and operating profit which is included in this Prospectus on pages F.1-73 *et seq.*

Table of Contents**10.2.4 2013 comparison with 2012****10.2.4.1 Net Sales**

The following table represents information regarding our net sales for the years ended December 31:

(\$ in millions)	2013	2012	\$ Change	% Change
Total financial self-service	\$ 2,166.6	\$ 2,269.2	\$ (102.6)	(4.5)
Total security	618.9	623.6	(4.7)	(0.8)
Brazil other	72.0	98.9	(26.9)	(27.1)
Total net sales	\$ 2,857.5	\$ 2,991.7	\$ (134.2)	(4.5)

The decrease in FSS sales included a net unfavorable currency impact of \$36.9 million or 1.6 percent, of which approximately 73.0 percent related to the Brazilian real. The following segment highlights include the impact of foreign currency. NA FSS sales decreased \$167.1 million or 15.9 percent due primarily to lower volume within the U.S. regional bank business partially offset by growth in the national bank sector. A significant portion of the decline was associated with the expiration of the ADA compliance deadline in 2012. The product volume decrease in regional bank business caused a corresponding reduction in the service business specific to installation and professional services sales. AP increased \$56.5 million or 14.1 percent due to higher volume in India and China. EMEA increased \$36.1 million or 11.1 percent mainly from higher volume in Western Europe and the Middle East primarily in the emerging market of Turkey due in part to the Altus acquisition partially offset by a net decrease in the remainder of the region. LA declined \$28.2 million or 5.7 percent due to an unfavorable currency impact of \$27.0 million primarily in Brazil and volume deterioration in Mexico, partially offset by an increase in Colombia.

Security sales decreased from declines in the NA and AP regions offset by an increase in LA. NA experienced a reduction of \$8.4 million or 1.6 percent. AP decreased \$5.0 million or 19.7 percent as Diebold executed on its decision in 2013 to exit the security business in Australia. These reductions were partially offset by LA increased from the prior year due to the GAS acquisition partially offset by declines in Chile.

The decrease in Brazil other sales resulted from lower volume in lottery and election systems driven by cyclical purchasing decisions within the country offset by growth in the IT equipment business.

10.2.4.2 Gross Profit

The following table represents information regarding our gross profit for the years ended December 31:

(\$ in millions)	2013	2012	\$ Change	% Change
Gross profit services	\$ 414.4	\$ 410.8	\$ 3.6	0.9
Gross profit products	226.0	318.8	(92.8)	(29.1)
Total gross profit	\$ 640.4	\$ 729.6	\$ (89.2)	(12.2)

Gross margin services	25.3%	25.3%
Gross margin products	18.5%	23.4%
Total gross margin	22.4%	24.4%

Total service gross margin remained at 25.3 percent in 2013. NA service gross margin increased due to improvements resulting from lower employee related expense associated with restructuring initiatives and a decrease in insurance and vehicle related expense in the U.S. maintenance business. In addition, NA benefited from stronger performance in the enterprise security business. These benefits were partially offset by lower FSS product volume within the U.S. regional business related to the expiration of the ADA compliance deadline in 2012, which negatively impacted services utilization specific to professional service and installation. Total service gross margin also benefited from higher volume and improved margins in EMEA and AP, partially offset by a margin decrease in LA. Total service gross profit in 2013 and 2012 included restructuring charges of \$27.1 million and \$6.2 million, respectively.

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The decrease in total product gross margin was driven by NA, which had significantly lower volume, particularly in the U.S. regional bank business, due to the expiration of the ADA compliance deadline in 2012. In addition, the decline in U.S. regional bank business coupled with an increase in U.S. national bank sales created a customer mix shift that contributed to the product margin deterioration. Total product gross margin was also negatively influenced by unfavorable customer mix and continued pricing pressure in AP while there was a partially offsetting improvement in EMEA mainly due to favorable manufacturing performance resulting primarily from beneficial currency impact on material purchase prices. Total product gross profit included restructuring charges of \$1.3 million in 2013 compared to a net restructuring accrual benefit of \$1.8 million in 2012.

10.2.4.3 Operating Expenses

The following table represents information regarding our operating expenses for the years ended December 31:

(\$ in millions)	2013	2012	\$ Change	% Change
Selling and administrative expense	\$ 596.7	\$ 527.7	\$ 69.0	13.1
Research, development and engineering expense	92.3	85.9	6.4	7.5
Impairment of assets	72.0	15.8	56.2	
Gain on sale of assets, net	(2.4)	(1.2)	1.2	
Total operating expenses	\$ 758.6	\$ 628.2	\$ 130.4	20.8

The increase in selling and administrative expense resulted from higher non-routine expense and restructuring charges, partially offset by lower compensation and commission related expense, savings realized from Diebold's continued focus on cost structure and favorable currency impact of \$6.2 million. Non-routine expenses of \$128.7 million and \$41.5 million were included in 2013 and 2012, respectively. The primary components of the 2013 non-routine expense were a \$67.6 million non-cash pension charge, additional losses of \$28.0 million related to the settlement of the FCPA investigation, \$17.2 million related to the settlement of the securities class action and executive severance costs of \$9.3 million. The majority of the 2012 non-routine expense pertained to \$21.9 million in early pension buy-out payments made to certain deferred terminated vested participants and estimated losses of \$16.8 million related to the FCPA investigation. Selling and administrative expense also included \$22.6 million and \$9.0 million of restructuring charges in 2013 and 2012, respectively. Restructuring charges in 2013 related to Diebold's multi-year realignment plan, including \$31.3 million related to the voluntary early retirement program. The 2012 restructuring charges related to Diebold's global realignment and global shared services plans.

Research, development and engineering expense as a percent of net sales in 2013 and 2012 were 3.2 percent and 2.9 percent, respectively. The spend increase between years resulted from higher restructuring charges and higher expense related to software development in 2013. Research, development and engineering expense included restructuring charges of \$6.1 million and \$1.8 million in 2013 and 2012, respectively.

During the third quarter of 2013, Diebold performed an other-than-annual assessment for its Brazil reporting unit based on a two-step impairment test as a result of a reduced earnings outlook for the Brazil business unit due to deteriorating macro-economic outlook, structural changes to an auction-based purchasing environment and new competitors entering the market. Diebold concluded that the goodwill within the Brazil reporting unit was partially impaired and recorded a \$70.0 million pre-tax, non-cash goodwill impairment charge. During the second quarter of 2012, Diebold impaired previously capitalized software and software-related costs of \$6.7 million due to changes in

the global enterprise resource planning system implementation plan related to configuration and design. In the third quarter of 2012, Diebold recorded an impairment of \$7.9 million related to its 50.0 percent ownership in Shanghai Diebold King Safe Company, Ltd.

Table of Contents**10.2.4.4 Operating (Loss) Profit**

The following table represents information regarding our operating profit (loss) for the years ended December 31:

(\$ in millions)	2013	2012	\$ Change	% Change
Operating profit (loss)	\$ (118.3)	\$ 101.4	\$ (219.7)	
Operating profit (loss) margin	(4.1)%	3.4%		

The decline in operating (loss) profit was influenced primarily by lower volume and a shift in customer mix within NA and significant increases in impairment, non-routine expenses and restructuring charges, partially offset by lower operational spend in NA and an overall improvement in service margin.

10.2.4.5 Other (Expense) Income

The following table represents information regarding our other (expense) income for the years ended December 31:

(\$ in millions)	2013	2012	\$ Change	% Change
Investment income	\$ 27.6	\$ 37.6	\$ (10.0)	(26.6)
Interest expense	(29.2)	(30.3)	1.1	3.6
Foreign exchange gain, net	0.2	2.7	(2.5)	(93.5)
Miscellaneous, net	(0.1)	(0.5)	0.4	80.5
Other (expense) income	\$ (1.5)	\$ 9.5	\$ (11.0)	

The decline in investment income was primarily driven by LA due to a decrease in total investments, lower interest rates and unfavorable currency impact in Brazil. Foreign exchange gain, net, in 2013 included a \$1.6 million devaluation of the Venezuelan balance sheet.

10.2.4.6 (Loss) Income from Continuing Operations

The following table represents information regarding our income from continuing operations, net of tax for the years ended December 31:

(\$ in millions)	2013	2012	\$ Change	% Change
(Loss) income from continuing operations, net of tax	\$ (176.5)	\$ 82.7	\$ (259.2)	
Percent of net sales	(6.2)%	2.8%		
Effective tax rate	(47.3)%	25.5%		

The decrease in (loss) income from continuing operations, net of tax was driven by reduced operating profit mostly related to the decrease in sales volume and the significant increases in impairment, non-routine expenses and restructuring charges, unfavorable movement in other (expense) income and higher taxes. These decreases were partially offset by lower operational spend and an improvement in service margin.

The negative tax rate for 2013 is a result of tax expense of approximately \$55.0 million related to the repatriation of previously undistributed earnings and the establishment of a valuation allowance of approximately \$39.2 million on deferred tax assets in Diebold's Brazilian manufacturing facility. The 2013 tax rate was also negatively impacted by the partially non-deductible goodwill impairment related to the Brazil reporting unit and the FCPA penalty charge.

Table of Contents**10.2.4.7 Segment Revenue and Operating Profit Summary**

The following tables represent information regarding our revenue and operating profit by reporting segment for the years ended December 31:

North America

(\$ in millions)	2013	2012	\$ Change	% Change
Revenue	\$ 1,415.1	\$ 1,590.5	\$ (175.4)	(11.0)
Segment operating profit	\$ 255.0	\$ 298.9	\$ (43.9)	(14.7)
Segment operating profit margin	18.0%	18.8%		

The decrease in revenue and operating profit was driven by lower FSS product volume in the U.S. regional bank business associated with the expiration of the ADA compliance deadline in 2012. The product volume decrease in regional bank business caused a corresponding reduction in the service business specific to installation and professional services. These detriments were partially offset by lower compensation and commission related expense, savings realized from Diebold's continued focus on cost structure, and margin improvement in the U.S. maintenance business resulting from restructuring initiatives and growth in the national bank business.

Asia Pacific

(\$ in millions)	2013	2012	\$ Change	% Change
Revenue	\$ 479.1	\$ 427.5	\$ 51.6	12.1
Segment operating profit	\$ 62.8	\$ 62.4	\$ 0.4	0.6
Segment operating profit margin	13.1%	14.6%		

Revenue growth resulted from higher product and service sales primarily within India and China. Operating profit remained neutral to prior year as higher service gross profit resulting from the increased sales and improved service margin performance was offset by a reduction in product gross profit and higher operating expense. Total product gross profit was negatively impacted by unfavorable customer mix and continued pricing pressure in the region.

Europe, Middle East and Africa

(\$ in millions)	2013	2012	\$ Change	% Change
Revenue	\$ 362.2	\$ 325.5	\$ 36.7	11.3
Segment operating profit	\$ 44.0	\$ 28.4	\$ 15.6	54.9
Segment operating profit margin	12.2%	8.7%		

Revenue increased from growth in Western Europe and the Middle East due in part to the Altus acquisition in Turkey, partially offset by a net decline in the rest of EMEA. The increase in operating profit resulted from higher product and service sales complemented by improved margins especially on the product side mainly due to favorable manufacturing performance resulting primarily from beneficial currency impact on material purchase prices. These favorable influences on operating profit were partially offset by higher selling and administrative expense.

Latin America

(\$ in millions)	2013	2012	\$ Change	% Change
Revenue	\$ 601.1	\$ 648.1	\$ (47.0)	(7.2)
Segment operating profit	\$ 41.5	\$ 47.7	\$ (6.2)	(13.1)
Segment operating profit margin	6.9%	7.4%		

The decrease in revenue included a net unfavorable currency impact of \$36.7 million. Revenue declined as lower product sales, primarily due to decreased volume in Mexico and Venezuela, and lower lottery and election systems sales. These were partially offset by higher sales in the service business, increased service revenue due to the GAS acquisition and higher IT equipment and FSS sales. Operating profit was negatively impacted by the net revenue decrease coupled with an overall gross margin decline and higher operating expense.

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Refer to note 20 to the consolidated financial statements for the year ended December 31, 2014, which is included in this Prospectus on pages F.1-73 *et seq.*

10.3 Liquidity and Capital Resources

Diebold's total cash and cash availability as of September 30, 2015 and as of December 31, 2014 and 2013 was as follows:

(\$ in millions)	(Unaudited) September 30, 2015	December 31, 2014	December 31, 2013
Cash and cash equivalents	\$ 198.5	\$ 322.0	\$ 230.7
Additional cash availability from Short-term uncommitted lines of credit	50.6	115.2	63.7
Revolving credit facility	348.9	280.0	261.0
Short-term investments	99.2	136.7	243.0
Total cash and cash availability	\$ 697.2	\$ 853.9	\$ 798.4

Capital resources are obtained from income retained in the business, borrowings under Diebold's senior notes, committed and uncommitted credit facilities, long-term industrial revenue bonds and operating and capital leasing arrangements. For \$175.0 million of Diebold's senior notes maturing in March 2016, management intends to fund the repayment through its revolving credit facility. Management expects that Diebold's capital resources will be sufficient to finance planned working capital needs, research and development activities, investments in facilities or equipment, pension contributions, the payment of dividends on Diebold's common shares and any repurchases of Diebold's common shares for at least the next 12 months. As of September 30, 2015 and December 31, 2014 and 2013, \$284.2 million or 95.5 percent, \$438.1 million or 95.5 percent, and \$468.1 million or 98.8 percent, respectively, of Diebold'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. As of September 30, 2015, Diebold had \$138.3 million available for repatriation with no additional tax expense as Diebold has already provided for such taxes. Part of Diebold's growth strategy is to pursue strategic acquisitions. Diebold has made acquisitions in the past and intends to make acquisitions in the future. Diebold intends to finance any future acquisitions with 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.

10.3.1 Cash Flows**10.3.1.1 Comparison of Nine Months Ended September 30, 2015 and 2014**

The following table summarizes the results of our condensed consolidated statement of cash flows for the nine months ended:

(\$ in millions)	(Unaudited)	
	September 30, 2015	September 30, 2014
<i>Net cash flow (used in) provided by:</i>		
Operating activities	\$ (120.1)	\$ (110.7)
Investing activities	(105.8)	65.0
Financing activities	133.4	69.4
Effect of exchange rate changes on cash and cash equivalents	(31.0)	(14.0)
Net (decrease) increase in cash and cash equivalents	\$ (123.5)	\$ 9.7

Table of Contents**10.3.1.1.1 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 in operating activities was \$120.1 million for the nine months ended September 30, 2015, an increase of \$9.4 million from \$110.7 million for the same period in 2014.

The aggregate of trade accounts receivable, inventories and accounts payable used \$160.4 million in operating cash flows during the nine months ended September 30, 2015, compared to \$233.4 million used in the same period of 2014. In general, the amount of cash flow provided or used by the aggregate of trade accounts receivable, inventories and trade accounts payable depends upon how effectively Diebold manages the cash conversion cycle, which effectively 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 is higher due to an increase from invoicing at the end of the quarter compared to the prior year. Inventory and accounts payable were relatively consistent year over year; however, during 2014 Diebold increased inventory and accounts payable in order to meet demand primarily from the Brazil other business.

The aggregate of the other certain assets and liabilities used \$85.7 million of operating cash during the nine months ended September 30, 2015, compared to \$30.4 million provided in the same period of 2014. The decrease in deferred revenue is due to higher installations when compared to advanced payments received. Additionally, the timing of cash payments for income taxes offset by payments of various employee-related liabilities drove the majority of this change.

Net income for the nine months ended September 30, 2015 decreased \$41.8 million which is primarily attributable to the \$18.9 million impairment of assets, the adverse impact of foreign currency compared to the same period of 2014, and the gain on sale of assets of \$13.7 million in the second quarter of 2014 which resulted from Diebold's divestiture of its Eras subsidiary. The impairment of assets related to the sale of Diebold's equity interest in Venezuela as well as impairment of redundant legacy Diebold internally-developed software as a result of the acquisition of Phoenix, both primarily in the first quarter of 2015.

10.3.1.1.2 Investing Activities

Net cash used in investing activities was \$105.8 million for the nine months ended September 30, 2015 compared to net cash provided by investing activities of \$65.0 million for the same period in 2014. The \$170.8 million change was primarily related to a decrease in proceeds from investing activities related to investments, the acquisition of Phoenix in March 2015 for a cash payment of \$59.4 million, less cash acquired, and a decrease in the proceeds from the sale of assets. In the first nine months of 2015, the proceeds from the sale of assets of \$5.5 million were primarily due to the sale of a building in NA and a deferred payment for the sale of Eras. In the first nine months of 2014, the proceeds from the sale of assets of \$17.7 million were primarily due to the sale of Eras.

10.3.1.1.3 Financing Activities

Net cash provided by financing activities was \$133.4 million for the nine months ended September 30, 2015 compared to net cash provided by financing activities of \$69.4 million for the same period in 2014. The change was primarily due to a year over year increase of \$74.5 million in debt borrowings, net of repayments, offset by a decrease of \$11.0 million in issuances of common shares related to share-based compensation activity. The increase in debt borrowings was used to fund working capital and the acquisition of Phoenix.

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Effect of exchange rate changes on cash and cash equivalents was negatively impacted by \$9.5 million and \$6.1 million related to the currency devaluation in Venezuela for the nine months ended September 30, 2015 and 2014, respectively.

For a more detailed discussion of our borrowings and debt instruments, see *10.3.2 Debt* below.

10.3.1.2 Comparison of Years Ended December 31, 2014, 2013 and 2012

The following table summarizes the results of our consolidated statement of cash flows for the years ended December 31:

(\$ in millions)

<i>Net cash flow provided by (used in)</i>	2014	2013	2012
Operating activities	\$ 186.9	\$ 124.2	\$ 135.5
Investing activities	13.8	(52.7)	(72.8)
Financing activities	(81.2)	(204.4)	(36.2)
Effect of exchange rate changes on cash and cash equivalents	(28.2)	(5.1)	8.4
Net increase (decrease) in cash and cash equivalents	\$ 91.3	\$ (138.1)	\$ 34.9

10.3.1.2.1 Operating Activities

Net cash provided by operating activities was \$186.9 million for the year ended December 31, 2014 compared to \$124.2 million for the year ended December 31, 2013, an increase of \$62.7 million. Cash flows from operating activities are generated primarily from net income and managing the components of working capital. Cash flows from operating activities during the year ended December 31, 2014 compared to the year ended December 31, 2013 were positively impacted by a \$293.5 million increase in net income, primarily related to the FCPA, securities litigation action, and voluntary employee retirement program, which were recorded in 2013. Cash flows from operating activities are also impacted by changes in the components of our working capital, which vary based on normal activities with our customers and vendors. As compared to the year ended December 31, 2013, cash flow during the corresponding period in 2014 was adversely impacted by an increase in our change in trade receivables of \$30.7 million, which results in part to growth in our revenue. Trade receivables as of December 31, 2013, were down \$41.1 million compared to December 31, 2012, as a result of strong cash collections in the fourth quarter of 2013. The cash flow effect of the change in inventories corresponds with the change in accounts payable. This change is a result of our investment in inventory to support planned customer demand. The cash flow impact associated with deferred revenue largely represents prepayments received on service contracts and product sales. Finance lease receivables increased in the year ended December 31, 2014 primarily due to increases in customer financing arrangements mostly in Brazil.

10.3.1.2.2 Investing Activities

Net cash provided by investing activities was \$13.8 million for the year ended December 31, 2014 compared to net cash used in investing activities of \$52.7 million for the year ended 2013. The \$66.5 million change mostly related to a \$105.7 million increase in net investment activity primarily in Brazil to fund our finance leasing arrangement with the Brazilian education ministry, an increase of \$10.9 million in proceeds from the sale of assets primarily related to the sale of Eras in the second quarter of 2014 which was partially offset by a decrease of \$11.7 million relating to cash payments for the Cryptera acquisition. Capital expenditures increased \$26.0 million to \$61.4 million for the year ended December 31, 2014 from \$35.4 million for the year ended December 31, 2013 as a result of additional capital reinvestment related to Diebold's transformation strategy.

Table of Contents**10.3.1.2.3 Financing Activities**

Net cash used in financing activities was \$81.2 million for the year ended December 31, 2014 compared to the net cash used in financing activities of \$204.4 million for the year ended 2013, an increase of \$123.3 million. The increase was primarily due to a \$109.5 million change in debt repayments and borrowing year over year and \$14.7 million reduction in distributions to noncontrolling interest holders.

Effect of exchange rate changes on cash and cash equivalents was negatively impacted by \$6.1 million in the first quarter of 2014 related to the currency devaluation in Venezuela for the year ended December 31, 2014.

For a more detailed discussion of our borrowings and debt instruments, see *10.3.2 Debt* below.

10.3.2 Debt

As of September 30, 2015, outstanding debt balances were as follows:

(\$ in millions)	September 30, 2015	December 31, 2014	December 31, 2013
<i>Notes payable</i>			
Uncommitted lines of credit	\$ 68.4	\$ 24.8	\$ 43.1
Term loan	11.5		
Other	1.0	0.8	0.7
	\$ 80.9	\$ 25.6	\$ 43.8
<i>Long-term debt</i>			
Revolving credit facility	\$ 171.1	\$ 240.0	\$ 239.0
Senior notes	225.0	225.0	225.0
Term loan	215.6		
Industrial development revenue bonds	4.4	11.9	11.9
Other	2.2	2.9	4.3
	\$ 618.3	\$ 479.8	\$ 480.2

As of September 30, 2015, Diebold had various international short-term uncommitted lines of credit with borrowing limits of \$119.0 million. The weighted-average interest rate on outstanding borrowings on the short-term uncommitted lines of credit as of September 30, 2015, December 31, 2014 and 2013 was 2.95 percent, 2.96 percent, and 3.24 percent, respectively. Short-term uncommitted lines of credit mature in less than one year. The amount available under the short-term uncommitted lines of credit at September 30, 2015 was \$50.6 million.

In June 2015, Diebold entered into a second amendment to its prior credit agreement (the **Second Amendment**), which provided for a term loan in the aggregate principal amount of \$230.0 million with escalating quarterly principal payments and a balloon payment due upon maturity in August 2019 and was replaced by the bank credit agreement Diebold entered into in connection with the Business Combination on November 23, 2015 as described in the section of this Prospectus titled *16.4 Financing of the Business Combination*. The weighted-average interest rate on the term loan as of September 30, 2015 was 1.75 percent, which is variable based on the London Interbank Offered Rate

(**LIBOR**). The Second Amendment replaced the net debt to net capitalization financial covenant with a net debt to earnings before interest, taxes, depreciation and amortization (**EBITDA**) financial covenant and, accordingly, modified the facility fee and interest rate pricing schedules. The credit agreement provided a revolving credit facility with availability of up to \$520.0 million. Diebold had the ability, subject to various approvals, to increase the borrowing limits by \$250.0 million. In August 2014, Diebold entered into the first amendment to the credit agreement and guaranty (the **First Amendment**), which increased its borrowing limits under the revolving credit facility from \$500.0 million to \$520.0 million. The first amendment also extended the

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maturity date of the revolving credit facility to August 2019. Up to \$50.0 million of the revolving credit facility were available under a swing line sub-facility. The weighted-average interest rate on outstanding revolving credit facility borrowings as of September 30, 2015 and December 31, 2014 was 1.57 percent and 1.69 percent, respectively, which is variable based on the LIBOR. The amount available under the revolving credit facility as of September 30, 2015 was \$348.9 million. Diebold incurred \$0.7 million of fees related to the Second Amendment in June 2015, which are amortized as a component of interest expense over the term of the facility. Diebold incurred \$1.4 million of fees related to the first amendment in the third quarter of 2014, which are amortized as a component of interest expense over the term of the credit agreement.

In March 2006, Diebold issued senior notes in an aggregate principal amount of \$300.0 million with a weighted-average fixed interest rate of 5.50 percent. Diebold entered into a derivative transaction to hedge interest rate risk on \$200.0 million of the senior notes, which was treated as a cash flow hedge. This reduced the effective interest rate from 5.50 percent to 5.36 percent. Diebold funded the repayment of \$75.0 million of the senior notes at maturity in March 2013 using borrowings under its revolving credit facility. The maturity dates of the remaining senior notes are staggered, with \$175.0 million and \$50.0 million due in March 2016 and 2018, respectively. For the \$175.0 million of Diebold's senior notes maturing in March 2016, management intends to fund the repayment through the revolving credit facility and/or proceeds of the sale of Diebold's electronic securities business.

In 1997, industrial development revenue bonds were issued on behalf of Diebold. The proceeds from the bond issuances were used to construct new manufacturing facilities in the United States. Diebold guaranteed the payments of principal and interest on the bonds by obtaining letters of credit. The bonds were issued with a 20-year original term and are scheduled to mature in 2017. Each industrial development revenue bond carries a variable interest rate, which is reset weekly by the remarketing agents. The weighted-average interest rate on the bonds was 0.34 percent and 0.27 percent as of September 30, 2015 and December 31, 2014, respectively. During the third quarter of 2015, Diebold repaid \$7.5 million of the industrial development revenue bonds of which the remainder is expected to be repaid during the fourth quarter of 2015.

Diebold's financing agreements contain various restrictive financial covenants, including net debt to capitalization, net debt to EBITDA and net interest coverage ratios. As of September 30, 2015, Diebold was in compliance with the financial and other covenants in its debt agreements.

Maturities of long-term debt as of September 30, 2015 are as follows:

(\$ in millions)	(Unaudited) Maturities of Long-Term Debt
2016	\$ 175.5
2017	5.7
2018	50.4
2019	386.7
Thereafter	
	\$ 618.3

Diebold's interest expense for the nine months ended September 30, 2015 and 2014 was \$24.1 million and \$23.1 million, respectively, and for the years ended December 31, 2014 and 2013 was \$31.4 million and \$29.2 million, respectively.

Table of Contents**10.3.3 Equity**

The following table presents changes in shareholders' equity attributable to Diebold as of September 30, 2015 and the noncontrolling interests:

(\$ in millions)	(Unaudited)			
	Three Months Ended September 30, 2015		Nine Months Ended September 30, 2014	
Diebold, Incorporated shareholders' equity				
Balance at beginning of period	\$ 465.6	\$ 650.8	\$ 531.6	\$ 596.8
Comprehensive (loss) income attributable to Diebold, Incorporated	(47.7)	(16.5)	(85.0)	51.9
Common shares		0.1	0.6	0.8
Additional capital	2.4	5.9	13.7	29.8
Treasury shares	(0.2)	(0.2)	(3.0)	(1.8)
Dividends paid	(18.7)	(18.8)	(56.5)	(56.2)
Balance at end of period	\$ 401.4	\$ 621.3	\$ 401.4	\$ 621.3
Noncontrolling interests				
Balance at beginning of period	\$ 24.6	\$ 17.9	\$ 23.3	\$ 24.0
Comprehensive income (loss) attributable to noncontrolling interests, net (1)	0.7	2.1	2.0	(1.9)
Distributions to noncontrolling interest holders	(0.2)		(0.2)	(2.1)
Balance at end of period	\$ 25.1	\$ 20.0	\$ 25.1	\$ 20.0

(1) Comprehensive income (loss) attributable to noncontrolling interests of \$(0.1) million for the nine months ended September 30, 2015, respectively, is net of a \$2.1 million Venezuela noncontrolling interest adjustment for the nine months ended September 30, 2015, respectively, to reduce the carrying value to the estimated fair market value.

The following table shows Diebold's equity as of the dates specified:

(in millions)	Common Shares		Accumulated Total Diebold, Incorporated Non-controlling Total						
	Number	Par Value	Additional Capital	Retained Earnings	Treasury Shares	Income (Loss)	Shareholders' Equity	Interests	Equity
Balance, December 31, 2012	77,661.1	\$ 97.1	\$ 358.3	\$ 978.3	\$ (551.2)	\$ (91.0)	\$ 791.5	\$ 35.3	\$ 826.8
Balance, December 31, 2013	78,618.5	\$ 98.3	\$ 385.3	\$ 722.7	\$ (555.3)	\$ (54.3)	\$ 596.7	\$ 24.1	\$ 620.8

Balance,

December 31, 2014	79,238.8	\$ 99.1	\$ 418.0	\$ 762.2	\$ (557.2)	\$ (190.5)	\$ 531.6	\$ 23.3	\$ 554.9
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For a more detailed discussion of Diebold’s equity as of the dates specified in the table above, see Diebold’s consolidated financial statements for the year ended December 31, 2014, which are included in this Prospectus on pages F.1-29 *et seq.*

10.3.4 Benefit Plans

Diebold has qualified pension plans covering certain U.S. employees that have been closed to new participants since 2003. Plans that cover salaried employees provide pension benefits based on the employee’s compensation during the 10 years before retirement. Diebold’s funding policy for salaried plans is to contribute annually based on actuarial projections and applicable regulations. Plans covering

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hourly employees and union members generally provide benefits of stated amounts for each year of service. Diebold's funding policy for hourly plans is to make at least the minimum annual contributions required by applicable regulations. Employees of Diebold's operations in countries outside of the United States participate to varying degrees in local pension plans, which in the aggregate are not significant.

Diebold has non-qualified pension plans to provide supplemental retirement benefits to certain officers. Benefits are payable at retirement based upon a percentage of the participant's compensation, as defined. In addition to providing pension benefits, Diebold provides post-retirement healthcare and life insurance benefits (referred to as other benefits) for certain retired employees. Eligible employees may be entitled to these benefits based upon years of service with Diebold, age at retirement and collective bargaining agreements. Currently, Diebold has made no commitments to increase these benefits for existing retirees or for employees who may become eligible for these benefits in the future. Currently there are no plan assets and Diebold funds the benefits as the claims are paid.

10.3.5 Dividends

Diebold paid dividends of \$56.5 million and \$56.2 million in the nine months ended September 30, 2015 and 2014, respectively. Quarterly dividends were \$0.2875 per share for both periods.

Diebold paid dividends of \$74.9 million, \$74.0 million and \$72.8 million in the years ended December 31, 2014, 2013 and 2012, respectively. Annualized dividends per common share were \$1.15, \$1.15 and \$1.14 for the years ended December 31, 2014, 2013 and 2012, respectively. The first and second quarterly dividends of 2015 represent an annualized dividend of \$1.15 per share.

10.3.6 Contractual Obligations

In the first nine months of 2015, Diebold entered into purchase commitments due within one year for materials through contract manufacturing agreements for a total negotiated price. As of September 30, 2015, these additional contracts have remaining balances of \$10.7 million.

Except for the contract manufacturing agreements noted above, all contractual cash obligations with initial and remaining terms in excess of one year and contingent liabilities remained generally unchanged at September 30, 2015 compared to December 31, 2014.

The following table summarizes Diebold's approximate obligations and commitments to make future payments under contractual obligations as of December 31, 2014:

(\$ in millions)	Total	Less than			More than
		1 year	1-3 years	3-5 years	5 years
Minimum operating lease obligations	\$ 149.3	\$ 44.8	\$ 57.6	\$ 30.3	\$ 16.6
Debt	505.4	25.6	189.3	290.5	
Interest on debt (1)	44.1	17.3	17.9	8.9	
Purchase commitments	3.6	3.6			
Total	\$ 702.4	\$ 91.2	\$ 264.8	\$ 329.7	\$ 16.6

- (1) Amounts represent estimated contractual interest payments on outstanding long-term debt and notes payable. Rates in effect as of December 31, 2014 are used for variable rate debt. For a more detailed discussion of our borrowings and debt instruments, see *10.3.2 Debt* above.

10.3.7 Off-Balance Sheet Arrangements

Diebold 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.

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The principal off-balance sheet arrangements that Diebold enters into are guarantees, operating leases and sales of finance receivables. Diebold provides its global operations guarantees and standby letters of credit through various financial institutions to suppliers, regulatory agencies and insurance providers. If Diebold 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 consolidated financial statements for the year ended December 31, 2014, which is included in this Prospectus on pages F.1-67 *et seq.*). Refer to note 13 to Diebold's condensed consolidated financial statements and note 14 to Diebold's consolidated financial statements for the year ended December 31, 2014 which are included in this Prospectus on pages F.1-20 *et seq.* and F.1-67 *et seq.*, respectively, for further details. Diebold has sold finance receivables to financial institutions while continuing to service the receivables. Diebold records these sales by removing finance receivables from the condensed consolidated balance sheets and recording gains and losses in the condensed consolidated statements of income (refer to note 7 to Diebold's consolidated financial statements for the year ended December 31, 2014 which is included in this Prospectus on page F.1-54).

10.4 Capital Expenditures**10.4.1 Major Historical Investments**

In the fiscal year ended December 31, 2012, our principal capital expenditures amounted to approximately \$49.7 million. They were mainly related to investment in innovation and back-office infrastructure and expended primarily in North America.

In the fiscal year ended December 31, 2013, our principal capital expenditures amounted to approximately \$35.4 million. They were mainly related to investment in Diebold's transformation strategy and expended primarily in North America.

In the fiscal year ended December 31, 2014, our principal capital expenditures amounted to approximately \$61.5 million. They were mainly related to continued investment in Diebold's transformation strategy and expended primarily in North America.

10.4.2 Major Ongoing Capital Expenditures

We expect our capital expenditures between December 31, 2014 and the date of this Prospectus to equal approximately \$58.0 to \$62.0 million. These capital expenditures are related to continued reinvestment of capital in connection with the Diebold transformation strategy, Diebold 2.0, specifically in the areas of innovation and back office system upgrades.

Our major ongoing capital expenditures, that is, projects in an amount of approximately \$35.0 to \$50.0 that have been initiated but have not been finalized as of the date of this Prospectus, are related mainly to the completion of the reinvestment of capital in connection with the Diebold transformation strategy, which is expected to culminate in early 2016. These capital expenditures will be expended primarily in North America. Currently, we finance these investments primarily with funds provided by income retained in the business, borrowings under Diebold's committed and uncommitted credit facilities, long-term industrial revenue bonds and operating and capital leasing arrangements.

10.4.3 *Future Capital Expenditures and Planned Capital Expenditures*

As of the date of this Prospectus, Diebold's management has made commitments regarding future capital expenditures in an expected total amount of less than \$10.0 million, mainly related to Diebold's normal capital replacement cycle. We expect to fund these investments using cash from operations, borrowings under Diebold's committed and uncommitted credit facilities, long-term industrial revenue bonds and operating and capital leasing arrangements.

Table of Contents**10.5 Quantitative and Qualitative Discussion of Market Risk**

As of March 31, 2015, Diebold agreed to sell its equity interest in its Venezuela joint venture to its joint venture partner and recorded a \$10.3 million impairment of assets in the first quarter of 2015. On April 29, 2015, Diebold closed the sale for the estimated fair market value and recorded a \$1.0 million reversal of impairment of assets based on final adjustments in the second quarter of 2015, resulting in a \$9.3 million impairment of assets for the nine months ended September 30, 2015. Diebold no longer has a consolidating entity in Venezuela but will continue to operate in Venezuela on an indirect basis.

Prior to the sale, Diebold's Venezuela operations consisted of a fifty-percent owned subsidiary, which was consolidated. Venezuela was measured using the U.S. dollar as its functional currency because its economy is considered highly inflationary. On March 24, 2014, the Venezuela government announced a currency exchange mechanism, SICAD 2, which yielded an exchange rate significantly higher than the rates established through the other regulated exchange mechanisms. As of March 31, 2014, management determined it was unlikely Diebold would be able to convert bolivars under a currency exchange other than SICAD 2 and Diebold remeasured its Venezuela balance sheet using the SICAD 2 rate of 50.86 compared to the previous official government rate of 6.30, which resulted in a decrease of \$6.1 million to Diebold's cash balance and net losses of \$12.1 million that were recorded within foreign exchange gain (loss), net in the condensed consolidated statements of operations in the first quarter of 2014. As a result of the currency devaluation, Diebold recorded a \$4.1 million lower of cost or market adjustment related to its service inventory within service cost of sales in the condensed consolidated statements of operations in the first quarter of 2014. On February 10, 2015, the Venezuela government introduced a new foreign currency exchange platform called the Marginal Currency System, or SIMADI, which replaced the SICAD 2 mechanism, yielding another significant increase in the exchange rate. As of March 31, 2015, management determined it was unlikely that Diebold would be able to convert bolivars under a currency exchange other than SIMADI and remeasured its Venezuela balance sheet using the SIMADI rate of 192.95 compared to the previous SICAD 2 rate of 50.86, which resulted in a loss of \$7.5 million recorded within foreign exchange gain (loss), net in the condensed consolidated statements of operations in the first quarter of 2015.

Except for the currency devaluation noted above, there have been no material changes in market risk exposures since December 31, 2014.

Diebold is exposed to foreign currency exchange rate risk inherent in its international operations denominated in currencies other than the U.S. dollar. A hypothetical 10.0 percent movement in the applicable foreign exchange rates would have resulted in an increase or decrease in 2014 and 2013 year-to-date operating profit of approximately \$10.1 million and \$0.3 million, respectively. The sensitivity model assumes an instantaneous, parallel shift in the foreign currency exchange rates. Exchange rates rarely move in the same direction. The assumption that exchange rates change in an instantaneous or parallel fashion may overstate the impact of changing exchange rates on amounts denominated in a foreign currency.

Diebold's risk-management strategy uses derivative financial instruments such as forwards to hedge certain foreign currency exposures. The intent is to offset gains and losses that occur on the underlying exposures, with gains and losses on the derivative contracts hedging these exposures. Diebold does not enter into derivatives for trading purposes. Diebold's primary exposures to foreign exchange risk are movements in the euro/U.S. dollar, U.S. dollar/Brazilian real/U.S. dollar and Chinese yuan renminbi/U.S. dollar. There were no significant changes in Diebold's foreign exchange risks in 2014 compared with 2013.

Diebold manages interest rate risk with the use of variable rate borrowings under its committed and uncommitted credit facilities and interest rate swaps. Variable rate borrowings under the credit facilities totaled \$280.4 million and \$294.0 million at December 31, 2014 and 2013, respectively, of which \$50.0 million for both years was effectively

converted to fixed rate using interest rate swaps. A one percentage point increase or decrease in interest rates would have resulted in an increase or decrease in interest expense of approximately \$2.3 million and \$2.4 million for 2014 and 2013, respectively, including the impact of the swap agreements. Diebold's primary exposure to interest rate risk is movements in the LIBOR, which is consistent with prior periods.

Table of Contents**10.6 Critical Accounting Policies and Estimates**

Management's discussion and analysis of Diebold's financial condition and results of operations are based upon Diebold's consolidated financial statements and condensed consolidated financial statements which are prepared in accordance with U.S. GAAP. The preparation of these financial statements in conformity of U.S. GAAP 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 and financing, 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 nine months ended September 30, 2015 to the items that Diebold disclosed as its critical accounting policies and estimates described below and in note 1 to Diebold's consolidated financial statements for the year ended December 31, 2014 which is included in this Prospectus on pages F.1-36 *et seq.* Management believes that, of its significant accounting policies, its policies concerning revenue recognition, allowances for credit losses, inventory reserves, goodwill, long-lived assets, taxes on income, contingencies and pensions and post-retirement benefits are the most critical because they are affected significantly by judgments, assumptions and estimates. Additional information regarding these policies is included below.

10.6.1 Revenue Recognition

Diebold records revenue when it is realized, or realizable and earned. The application of U.S. GAAP revenue recognition principles to Diebold's customer contracts requires judgment, including the determination of whether an arrangement includes multiple deliverables such as hardware, software, maintenance and/or other services. For contracts that contain multiple deliverables, total arrangement consideration is allocated at the inception of the arrangement to each deliverable based on the relative selling price method. The relative selling price method is based on a hierarchy consisting of vendor specific objective evidence (**VSOE**) (price sold on a stand-alone basis), if available, or third-party evidence (**TPE**), if VSOE is not available, or estimated selling price (**ESP**), if neither VSOE nor TPE is available. Diebold's ESP is consistent with the objective of determining VSOE, which is the price at which we would expect to transact on a stand-alone sale of the deliverable. The determination of ESP is based on applying significant judgment to weigh a variety of company-specific factors including our pricing practices, customer volume, geography, internal costs and gross margin objectives. This information is gathered from experience in customer negotiations, recent technological trends and the competitive landscape. In contracts that involve multiple deliverables, maintenance services are typically accounted for under FASB ASC 605-20, Separately Priced Extended Warranty and Product Maintenance Contracts. There have been no material changes to these estimates for the periods presented and Diebold believes that these estimates generally should not be subject to significant changes in the future. However, changes to deliverables in future arrangements could materially impact the amount of earned or deferred revenue.

For sales of software, excluding software required for the equipment to operate as intended, Diebold applies the software revenue recognition principles within FASB ASC 985-605, Software Revenue Recognition. For software and software-related deliverables (software elements), Diebold allocates revenue based upon the relative fair value of these deliverables as determined by VSOE. If Diebold cannot obtain VSOE for any undelivered software element,

revenue is deferred until all deliverables have been delivered or until VSOE can be determined for any remaining undelivered software elements. When the

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fair value of a delivered element cannot be established, but fair value evidence exists for the undelivered software elements, Diebold uses the residual method to recognize revenue. Under the residual method, the fair value of the undelivered elements is deferred and the remaining portion of the arrangement consideration is allocated to the delivered elements and recognized as revenue. Determination of amounts deferred for software support requires judgment about whether the deliverables can be divided into more than one unit of accounting and whether the separate deliverables have value to the customer on a stand-alone basis. There have been no material changes to these deliverables for the periods presented. However, changes to deliverables in future arrangements and the ability to establish VSOE could affect the amount and timing of revenue recognition.

10.6.2 Allowances for Credit Losses

Diebold maintains allowances for potential credit losses and such losses have been minimal and within management's expectations. Since Diebold's receivable balance is concentrated primarily in the financial and government sectors, an economic downturn in these sectors could result in higher than expected credit losses. The concentration of credit risk in Diebold's trade receivables with respect to financial and government customers is largely mitigated by Diebold's credit evaluation process and the geographical dispersion of sales transactions from a large number of individual customers.

10.6.3 Inventory Reserves

At each reporting period, Diebold identifies and writes down its excess and obsolete inventories to net realizable value based on usage forecasts, order volume and inventory aging. With the development of new products, Diebold also rationalizes its product offerings and will write-down discontinued product to the lower of cost or net realizable value.

10.6.4 Goodwill

Goodwill is the cost in excess of the net assets of acquired businesses. Diebold tests all existing goodwill at least annually as of November 30 for impairment on a reporting unit basis. Diebold tests for impairment between annual tests if an event occurs or circumstances change that would more likely than not reduce the carrying value of a reporting unit below its reported amount. Diebold's five reporting units are defined as Domestic (referring to the United States) and Canada, Brazil, LA, AP and EMEA. Each year, Diebold may elect to perform a qualitative assessment to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying value. In evaluating whether it is more likely than not the fair value of a reporting unit is less than its carrying amount, Diebold considers the following events and circumstances, among others, if applicable: (a) macroeconomic conditions such as general economic conditions, limitations on accessing capital or other developments in equity and credit markets; (b) industry and market considerations such as competition, multiples or metrics and changes in the market for Diebold's products and services or regulatory and political environments; (c) cost factors such as raw materials, labor or other costs; (d) overall financial performance such as cash flows, actual and planned revenue and earnings compared with actual and projected results of relevant prior periods; (e) other relevant events such as changes in key personnel, strategy or customers; (f) changes in the composition of a reporting unit's assets or expected sales of all or a portion of a reporting unit; and (g) any sustained decrease in share price.

If Diebold's qualitative assessment indicates that it is more likely than not that the fair value of a reporting unit is less than its carrying value, or if management elects to perform a quantitative assessment of goodwill, a two-step impairment test is used to identify potential goodwill impairment and measure the amount of any impairment loss to

be recognized. In the first step, Diebold compares the fair value of each reporting unit with its carrying value. The fair value is determined based upon discounted estimated future cash flows as well as the market approach or guideline public company method. Diebold's Step 1 impairment test of goodwill of a reporting unit is based upon the fair value of the reporting unit, defined as

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the price that would be received to sell the net assets or transfer the net liabilities in an orderly transaction between market participants at the assessment date. In the event that the net carrying amount exceeds the fair value, a Step 2 test must be performed whereby the fair value of the reporting unit's goodwill must be estimated to determine if it is less than its net carrying amount. In its two-step test, Diebold uses the discounted cash flow method and the guideline company method for determining the fair value of its reporting units. Under these methods, the determination of implied fair value of the goodwill for a particular reporting unit is the excess of the fair value of a reporting unit over the amounts assigned to its assets and liabilities in the same manner as the allocation in a business combination.

The techniques used in Diebold's qualitative assessment and, if necessary, two-step impairment test have incorporated a number of assumptions that Diebold believes to be reasonable and to reflect market conditions forecast at the assessment date. Assumptions in estimating future cash flows are subject to a high degree of judgment. Diebold makes all efforts to forecast future cash flows as accurately as possible with the information available at the time the forecast is made. To this end, Diebold evaluates the appropriateness of its assumptions as well as its overall forecasts by comparing projected results of upcoming years with actual results of preceding years and validating that differences therein are reasonable. Key assumptions, all of which are Level 3 inputs (refer to note 19 to Diebold's consolidated financial statements for the year ended December 31, 2014, which is included in this Prospectus on pages F.1-73 *et seq*), relate to price trends, material costs, discount rate, customer demand, and the long-term growth and foreign exchange rates. A number of benchmarks from independent industry and other economic publications were also used. Changes in assumptions and estimates after the assessment date may lead to an outcome where impairment charges would be required in future periods. Specifically, actual results may vary from Diebold's forecasts and such variations may be material and unfavorable, thereby triggering the need for future impairment tests where the conclusions may differ in reflection of prevailing market conditions.

Management determined that the Brazil and AP reporting units had excess fair value of approximately \$61 million or 17 percent and approximately \$114.2 million or 39 percent, respectively, when compared to their carrying amounts. The Domestic (referring to the United States) and Canada and LA reporting units had excess fair value greater than 100 percent when compared to their carrying amounts.

During the third quarter of 2013, Diebold performed an other-than-annual assessment for its Brazil reporting unit based on a two-step impairment test as a result of a reduced earnings outlook for the Brazil business unit. This was due to a deteriorating macro-economic outlook, structural changes to an auction-based purchasing environment and new competitors entering the market. Diebold concluded that the goodwill within the Brazil reporting unit was partially impaired and recorded a \$70.0 million pre-tax, non-cash goodwill impairment charge. In the fourth quarter of 2013, the Brazil reporting unit was reviewed for impairment based on a qualitative assessment to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying value. In addition, the remaining reporting units were reviewed based on a two-step test. These tests resulted in no additional impairment in any of Diebold's reporting units.

10.6.5 Long-Lived Assets

Impairment of long-lived assets is recognized when events or changes in circumstances indicate that the carrying amount of the asset may not be recoverable. If the expected future undiscounted cash flows are less than the carrying amount of the asset, an impairment loss is recognized at that time to reduce the asset to the lower of its fair value or its net book value.

10.6.6 Taxes on Income

Deferred taxes are provided on an asset and liability method, whereby deferred tax assets are recognized for deductible temporary differences, operating loss carry-forwards and tax credits. Deferred tax liabilities are recognized for taxable temporary differences and undistributed earnings in certain jurisdictions.

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Deferred tax assets are reduced by a valuation allowance when, based upon the available evidence, it is more likely than not that some portion or all of the deferred tax assets will not be realized. Determination of a valuation allowance involves estimates regarding the timing and amount of the reversal of taxable temporary differences, expected future taxable income and the impact of tax planning strategies. Deferred tax assets and liabilities are adjusted for the effects of changes in tax laws and rates on the date of enactment.

Diebold operates in numerous taxing jurisdictions and is subject to examination by various federal, state and foreign jurisdictions for various tax periods. Additionally, Diebold has retained tax liabilities and the rights to tax refunds in connection with various acquisitions and divestitures of businesses. Diebold's income tax positions are based on research and interpretations of the income tax laws and rulings in each of the jurisdictions in which Diebold does business. Due to the subjectivity of interpretations of laws and rulings in each jurisdiction, the differences and interplay in tax laws between those jurisdictions, as well as the inherent uncertainty in estimating the final resolution of complex tax audit matters, Diebold's estimates of income tax liabilities may differ from actual payments or assessments.

Diebold assesses its position with regard to tax exposures and records liabilities for these uncertain tax positions and any related interest and penalties, when the tax benefit is not more likely than not realizable. Diebold has recorded an accrual that reflects the recognition and measurement process for the financial statement recognition and measurement of a tax position taken or expected to be taken on a tax return. Additional future income tax expense or benefit may be recognized once the positions are effectively settled.

At the end of each interim reporting period, Diebold estimates the effective tax rate expected to apply to the full fiscal year. The estimated effective tax rate contemplates the expected jurisdiction where income is earned, as well as tax planning alternatives. Current and projected growth in income in higher tax jurisdictions may result in an increasing effective tax rate over time. If the actual results differ from estimates, Diebold may adjust the effective tax rate in the interim period if such determination is made.

10.6.7 Contingencies

Liabilities for loss contingencies arising from claims, assessments, litigation, fines, and penalties and other sources are recorded when it is probable that a liability has been incurred and the amount can be reasonably estimated. Legal costs incurred in connection with loss contingencies are expensed as incurred. There is no liability recorded for matters in which the liability is not probable and reasonably estimable. Attorneys in Diebold's legal department monitor and manage all claims filed against Diebold and review all pending investigations. Generally, the estimate of probable loss related to these matters is developed in consultation with internal and outside legal counsel representing Diebold. These estimates are based upon an analysis of potential results, assuming a combination of litigation and settlement strategies. Diebold attempts to resolve these matters through settlements, mediation and arbitration proceedings when possible. If the actual settlement costs, final judgments, or fines, after appeals, differ from the estimates, the future results may be materially impacted. Adjustments to the initial estimates are recorded when a change in the estimate is identified.

10.6.8 Pensions and Other Post-retirement Benefits

Annual net periodic expense and benefit liabilities under Diebold's defined benefit plans are determined on an actuarial basis. Assumptions used in the actuarial calculations have a significant impact on plan obligations and expense. Members of the management finance committee (formerly investment committee) periodically review the actual

experience compared with the more significant assumptions used and make adjustments to the assumptions, if warranted. The discount rate is determined by analyzing the average return of high-quality (*i.e.*, AA-rated) fixed-income investments and the year-over-year comparison of certain widely used benchmark indices as of the measurement date. The expected long-term rate of return on plan assets is determined using the plans' current asset allocation and their expected rates of return.

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based on a geometric averaging over 20 years. The rate of compensation increase assumptions reflects Diebold's long-term actual experience and future and near-term outlook. Pension benefits are funded through deposits with trustees. Other post-retirement benefits are not funded and Diebold's policy is to pay these benefits as they become due.

The following table represents assumed healthcare cost trend rates at December 31:

	2014	2013
Healthcare cost trend rate assumed for next year	7.5%	7.5%
Rate to which the cost trend rate is assumed to decline (the ultimate trend rate)	5.0%	5.0%
Year that rate reaches ultimate trend rate	2020	2019

The healthcare trend rates are reviewed based upon the results of actual claims experience. Diebold used healthcare cost trends of 7.5 percent in both 2015 and 2014 decreasing to an ultimate trend of 5.0 percent in 2020 for both medical and prescription drug benefits using the Society of Actuaries Long Term Trend Model with assumptions based on the 2008 Medicare Trustees' projections. Assumed healthcare cost trend rates have a significant effect on the amounts reported for the healthcare plans. A one-percentage-point change in assumed healthcare cost trend rates would have the following effects:

(\$ in millions)	One-Percentage-Point Increase	One-Percentage-Point Decrease
Effect on total of service and interest cost	\$ 0.034	\$ (0.032)
Effect on other post-retirement benefit obligation	\$ 0.928	\$ (0.836)

During 2014, the Society of Actuaries released a series of updated mortality tables resulting from recent studies conducted by them measuring mortality rates for various groups of individuals. As of December 31, 2014, Diebold updated these mortality tables which reflect improved trends in longevity and therefore have the effect of increasing the estimate of benefits to be received by plan participants. Management will continue to monitor assumptions used for our actuarial projections along with any funding requirements for the plans.

10.6.9 Recently Issued Accounting Guidance

In May 2014, the 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. The ASU will replace most existing revenue recognition guidance in GAAP when it becomes effective. The standard is effective for Diebold on January 1, 2018. Early application is permitted on the original adoption date of January 1, 2017. The standard permits the use of either the retrospective or cumulative effect transition method. Diebold is evaluating the effect that ASU 2014-09 will have on its consolidated financial statements and related disclosures. Diebold has not yet selected a transition method nor has it determined the effect of the standard on its ongoing financial reporting.

In April 2015, the FASB issued ASU 2015-03, *Interest-Imputation of Interest: Simplifying the Presentation of Debt Issuance Costs* (ASU 2015-03), which requires that debt issuance costs related to a recognized debt liability be presented in the balance sheet as a direct deduction from the carrying amount of that debt liability, consistent with debt discounts. The standard is effective for Diebold on January 1, 2016, with early adoption permitted. The adoption

of ASU 2015-03 is not expected to have a material impact on the financial statements of Diebold.

In May 2015, the FASB issued ASU 2015-07, *Fair Value Measurement (Topic 820): Disclosures for Investments in Certain Entities That Calculate Net Asset Value per Share or Its Equivalent* (ASU 2015-07). The amendments in this update remove the requirement to categorize within the fair value hierarchy all investments for which fair value is measured using the net asset value per share practical expedient. The

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amendments also remove the requirement to make certain disclosures for all investments that are eligible to be measured at fair value using the net asset value per share practical expedient. Rather, those disclosures are limited to investments for which the entity has elected to measure the fair value using that practical expedient. The standard is effective for Diebold on January 1, 2016, with early adoption permitted. The adoption of ASU 2015-07 is not expected to have a material impact on the financial statements of Diebold.

In July 2015, the FASB issued ASU 2015-12, *Plan Accounting: Defined Benefit Plan (Topic 960), Defined Contribution Pension Plans (Topic 962), Health and Welfare Benefit Plans (Topic 965): (Part I) Fully Benefit-Responsive Investment Contracts, (Part II) Plan Investment Disclosures, (Part III) Measurement Date Practical Expedient (ASU 2015-12)*, which is a three-part update with the objective of simplifying benefit plan reporting to make the information presented more useful to the reader. Part I designates contract value as the only required measure for fully benefit-responsive investment contracts (FBRIC). A FBRIC is a guaranteed investment contract between the plan and an issuer in which the issuer agrees to pay a predetermined interest rate and principal for a set amount deposited with the issuer. Part II simplifies the investment disclosure requirements for employee benefits plans. Part III provides an alternative measurement date for fiscal periods that do not coincide with a month-end date. This guidance is effective for fiscal years beginning after December 15, 2015. The amendments in Parts I and II of this standard are effective retrospectively. The standard is effective for Diebold on January 1, 2016, with early adoption permitted. The adoption of ASU 2015-12 is not expected to have a material impact on the financial statements of Diebold.

In September 2015, the FASB issued ASU 2015-16, *Business Combinations (Topic 805): Simplifying the Accounting for Measurement-Period Adjustments (ASU 2015-16)*. The amendments in this update require that an acquirer recognize adjustments to provisional amounts that are identified during the measurement period in the reporting period in which the adjustment amounts are determined. The amendments in this update require that the acquirer record, in the same period's financial statements, the effect on earnings of changes in depreciation, amortization, or other income effects, if any, as a result of the change to the provisional amounts, calculated as if the accounting had been completed at the acquisition date and presented separately on the face of the income statement or disclosed in the notes by line item. The standard is effective for Diebold on January 1, 2016, with early adoption permitted. The adoption of ASU 2015-16 is not expected to have a material impact on the financial statements of Diebold.

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11. UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL INFORMATION

The following unaudited pro forma condensed combined financial information is presented to illustrate the estimated effects of the proposed Business Combination of Diebold and Wincor Nixdorf and certain other adjustments listed below (the **Business Combination Adjustments**), through the Exchange Offer. Diebold will offer to exchange each Wincor Nixdorf Ordinary Share for 38.98 in cash and 0.434 common shares of Diebold. The following unaudited pro forma condensed combined financial information is derived from and should be read in conjunction with the historical consolidated financial statements and related notes of Diebold and the consolidated financial statements of Wincor Nixdorf, which are included elsewhere in this Prospectus.

The unaudited pro forma condensed combined balance sheet as of September 30, 2015, and the unaudited pro forma condensed combined statements of operations for the nine months ended September 30, 2015 and the year ended December 31, 2014, respectively, are presented herein. The unaudited pro forma condensed combined balance sheet combines the unaudited consolidated balance sheets of Diebold and Wincor Nixdorf as of September 30, 2015 and June 30, 2015, respectively, and gives effect to the proposed Business Combination as if it occurred on September 30, 2015. The unaudited pro forma condensed combined statements of operations combine the historical results of Diebold and Wincor Nixdorf for the nine months ended September 30, 2015 and June 30, 2015, respectively, and the year ended December 31, 2014 and September 30, 2014, respectively, and give effect to the proposed Business Combination as if it occurred on January 1, 2014. The historical financial information has been adjusted to give effect to pro forma adjustments that are (i) directly attributable to the proposed Business Combination, (ii) factually supportable, and (iii) with respect to the unaudited condensed combined statements of operations, expected to have a continuing impact on the combined entity's consolidated results.

The proposed Business Combination of Diebold and Wincor Nixdorf will be accounted for using the acquisition method of accounting under the provisions of Accounting Standards Codification 805, Business Combinations (**ASC 805**), with Diebold representing the accounting acquirer under this guidance. The following unaudited pro forma condensed combined financial information primarily gives effect to the Business Combination Adjustments, which include:

Adjustments to reconcile Wincor Nixdorf's historical audited and unaudited financial statements prepared in accordance with IFRS to U.S. GAAP and conversion from euros to U.S. dollars;

Application of the acquisition method of accounting in connection with the Business Combination to reflect aggregate Offer Consideration of \$1.6 billion, assuming all outstanding Wincor Nixdorf Ordinary Shares are validly tendered in the Exchange Offer and not properly withdrawn;

Adjustments to reflect financing arrangements entered into in connection with the Business Combination;

Diebold's disposition of its electronic security business; and

Transaction costs in connection with the Business Combination.

The unaudited pro forma condensed combined statements of operations also include certain purchase accounting adjustments, including items expected to have a continuing impact on the combined results, such as increased amortization expense on acquired intangible assets. The unaudited pro forma condensed combined statements of operations do not include the impact of any revenue, cost or other operating synergies that may result from the Business Combination or any related restructuring costs.

The unaudited pro forma condensed combined financial information presented is based on the assumptions and adjustments described in the accompanying notes. The unaudited pro forma condensed combined financial information is presented for illustrative purposes and does not purport to represent what the financial position or results of operations would actually have been if the Business Combination occurred as of the dates indicated or what financial position or results would be for any future periods.

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The unaudited pro forma condensed combined financial information is based upon the respective historical consolidated financial statements of Diebold and Wincor Nixdorf, and should be read in conjunction with (1) the accompanying notes to the unaudited pro forma condensed combined financial information, (2) the unaudited consolidated financial statements as of September 30, 2015 and for the nine months ended September 30, 2015 and notes thereto of Diebold, (3) the audited consolidated financial statements for the fiscal year ended December 31, 2014 and notes thereto of Diebold and (4) the audited consolidated financial statements for the fiscal year ended September 30, 2014 and notes thereto of Wincor Nixdorf, included elsewhere in this Prospectus. The unaudited pro forma condensed combined balance sheet as of September 30, 2015 and the unaudited condensed combined statements of operations for the nine months ended September 30, 2015 include financial information derived from Wincor Nixdorf's historical unaudited consolidated financial statements as of June 30, 2015 and for the nine months ended June 30, 2015 and notes thereto which are not included in this Prospectus.

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DIEBOLD, INCORPORATED AND SUBSIDIARIES
UNAUDITED PRO FORMA CONDENSED COMBINED BALANCE SHEET

AS OF SEPTEMBER 30, 2015

(In millions, except per share data)

	Diebold (September 30, 2015) (See Note 3)	Historical Wincor Nixdorf (June 30, 2015) (IFRS) (See Note 4)	Wincor Nixdorf U.S. GAAP Adjustments (Note 5)	(Note)	Wincor Nixdorf (U.S. GAAP) Adjustments (Note 6)	Purchase Accounting Adjustments (Note 7)	Financing Adjustments (Note 8)	(Note)	Pro Forma	
ASSETS										
Current assets:										
Cash and cash equivalents	\$ 542.5	\$ 52.1	\$		\$ 52.1	\$(1,260.4)	8(a)	\$ 1,334.6	8(i)	\$ 666.8
Short-term investments	99.2									99.2
Trade receivables, net	486.7	485.7			485.7	(2.1)	8(b)			970.3
Inventories	381.8	449.2			449.2	61.5	8(c)			892.5
Deferred income taxes	106.3	14.3	(1.9)	6(b)	12.4					118.7
Prepaid expenses	23.5									23.5
Prepaid income taxes	42.2									42.2
Other current assets	145.1	75.8	42.3	6(d)	118.1					263.2
Total current assets	1,827.3	1,077.1	40.4		1,117.5	(1,201.0)		1,334.6		3,078.4
Securities and other investments	82.2	4.0			4.0					86.2
Property, plant and equipment, net	173.7	138.6			138.6					312.3
Goodwill	163.5	377.0			377.0	427.5	8(d)			968.0
Deferred income taxes	77.4	50.2	(33.2)	6(d)	17.0					94.4
Finance lease receivables	44.6	5.0			5.0					49.6

Other intangible assets	65.2	19.9	(3.3)	6(a)	16.6	887.5	8(e)	969.3
Other assets	15.1	4.9	10.3	6(d)	15.2		58.0	8(i) 88.3
Total other assets, net	621.7	599.6	(26.2)		573.4	1,315.0	58.0	2,568.1
Total assets	2,449.0	1,676.7	14.2		1,690.9	114.0	1,392.6	5,646.5
LIABILITIES AND EQUITY								
Current liabilities:								
Notes payable	80.9	118.2			118.2		(152.1)	8(i) 47.0
Accounts payable	257.7	352.9			352.9	(2.1)	8(b)	608.5
Deferred revenue	211.2	193.6			193.6	(32.0)	8(f)	372.8
Payroll and other benefits liabilities	75.5	94.5			94.5			170.0
Other current liabilities	283.3	220.9	(6.5)	6(b), (d)	214.4			497.7
Total current liabilities	908.6	980.1	(6.5)		973.6	(34.1)	(152.1)	1,696.0
Long-term debt	618.3	79.1			79.1		1,552.2	8(i) 2,249.6
Pensions and other benefits	198.2	87.4			87.4			285.6
Post-retirement and other benefits	20.9	13.7			13.7			34.6
Deferred income taxes	14.9	28.3	16.3	6(a)-(d)	44.6	265.9	8(g)	325.4
Other long-term liabilities	29.7	7.4	0.6	6(c)	8.0			37.7
Commitments and contingencies		13.1			13.1			13.1
Equity:								
Diebold, Incorporated shareholders equity								
Preferred shares								
Common shares	99.6	37.0			37.0	(20.8)	8(h)	115.8

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Additional paid-in capital	431.8				333.1	8(h)		764.9	
Retained earnings	978.9	565.7	3.8	6(a), (b), (c)	569.5	(569.5)	8(h)	(7.5) 8(i)	971.4
Treasury shares	(560.2)	(194.2)			(194.2)	194.2	8(h)		(560.2)
Accumulated other comprehensive items, net	(316.8)	54.8			54.8	(54.8)	8(h)		(316.8)
Total Diebold, Incorporated shareholders equity	633.3	463.3	3.8		467.1	(117.8)		(7.5)	975.1
Noncontrolling interests	25.1	4.3			4.3				29.4
Total equity	658.4	467.6	3.8		471.4	(117.8)		(7.5)	1,004.5
Total liabilities and equity	\$ 2,449.0	\$ 1,676.7	\$ 14.2		\$ 1,690.9	\$ 114.0		\$ 1,392.6	\$ 5,646.5

See accompanying notes to unaudited pro forma condensed combined financial information.

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DIEBOLD, INCORPORATED AND SUBSIDIARIES
UNAUDITED PRO FORMA CONDENSED COMBINED STATEMENTS OF OPERATIONS
FOR THE YEAR ENDED DECEMBER 31, 2014

(In millions, except per share data)

	Historical Wincor Nixdorf Diebold (September 30, (December 31, 2014) 2014) (See Note 3)	Wincor Nixdorf (IFRS) (See Note 4)	Wincor Nixdorf U.S. GAAP Adjustments (Note)	Wincor Nixdorf (U.S. GAAP) Adjustments (Note)	Purchase Accounting Adjustments (Note)	Financing Adjustments (Note)	Pro Forma
Net sales							
Services	\$ 1,432.8	\$ 1,598.7	\$	\$ 1,598.7	\$ (1.8) 9(a)	\$	\$ 3,029.7
Products	1,302.0	1,752.3		1,752.3	(0.2) 9(a)		3,054.1
	2,734.8	3,351.0		3,351.0	(2.0)		6,083.8
Cost of sales							
Services	974.8	1,317.5		1,317.5	(0.7) 9(a)		2,291.6
Products	1,033.8	1,295.6	1.7 6(b), (e)	1,297.3	79.9 9(a), (b), (c)		2,411.0
	2,008.6	2,613.1	1.7	2,614.8	79.2		4,702.6
Gross profit	726.2	737.9	(1.7)	736.2	(81.2)		1,381.2
Selling and administrative expense	478.4	427.2	2.2 6(e)	429.4	69.5 9(c)		977.3
Research, development and engineering expense	93.6	133.5	0.4 6(e), (f)	133.9	(0.7) 9(c)		226.8
Impairment of assets	2.1						2.1
Gain on sale of assets, net	(12.9)	(34.9)		(34.9)			(47.8)
	561.2	525.8	2.6	528.4	68.8		1,158.4
Operating profit (loss)	165.0	212.1	(4.3)	207.8	(150.0)		222.8
Other income (expense)							

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Investment income	34.5	(1.7)		(1.7)				32.8		
Interest expense	(31.4)	(11.8)	3.4	6(c), (e)	(8.4)		(96.8)	9(g)	(136.6)	
Foreign exchange (loss) gain, net	(11.8)								(11.8)	
Miscellaneous, net	(1.6)								(1.6)	
Income before taxes	154.7	198.6	(0.9)		197.7	(150.0)		(96.8)	105.6	
Income tax (benefit) expense	47.4	57.4	(0.2)	6(b), (c)	57.2	(43.4)	9(e)	(28.1)	9(h)	33.1
Net income (loss)	107.3	141.2	(0.7)		140.5	(106.6)		(68.7)	72.5	
Net income (loss) attributable to noncontrolling interests	2.6	4.4			4.4				7.0	
Net income (loss) attributable to Diebold, Incorporated	\$ 104.7	\$ 136.8	\$ (0.7)		\$ 136.1	\$ (106.6)		\$ (68.7)	\$ 65.5	
Weighted Average Common Shares Outstanding Basic	64.5					12.9	9(f)		77.4	
Weighted Average Common Shares Outstanding Diluted	65.2					12.9	9(f)		78.1	
Earnings per Share Basic	\$ 1.62								\$ 0.85	
Earnings per Share Diluted	\$ 1.61								\$ 0.84	

See accompanying notes to unaudited pro forma condensed combined financial information.

Table of Contents**DIEBOLD, INCORPORATED AND SUBSIDIARIES****UNAUDITED PRO FORMA CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS****FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2015**

(In millions, except per share data)

	Historical								
	Diebold	Wincor	Wincor		Wincor	Purchase	Financing		Pro Forma
	(September 30,	(June 30,	Nixdorf		Nixdorf	Accounting	Adjustments		
	2015)	2015)	U.S.		(U.S. Accounting	(U.S. Accounting	(Note 9)		
	(See Note 3)	(See Note 4)	GAAP	Adjustments (Note)	GAAP)	Adjustments (Note)			
Net sales									
Services	\$ 1,040.9	\$ 1,075.2	\$		\$ 1,075.2	\$ (6.0)	9(a)	\$	\$ 2,110.1
Products	768.0	977.4			977.4	(0.2)	9(a)		1,745.2
	1,808.9	2,052.6			2,052.6	(6.2)			3,855.3
Cost of sales									
Services	699.4	898.7			898.7	(1.4)	9(a)		1,596.7
Products	629.2	751.7	(5.3)	6(b), (e), (f)	746.4	14.2	9(a), (c)		1,389.8
	1,328.6	1,650.4	(5.3)		1,645.1	12.8			2,986.5
Gross profit	480.3	402.2	5.3		407.5	(19.0)			868.8
Selling and administrative expense	363.2	273.6	2.0	6(e), (f)	275.6	50.4	9(c), (d)		689.2
Research, development and engineering expense	66.2	81.1	3.5	6(a), (e), (f)	84.6	(0.4)	9(c)		150.4
Impairment of assets	18.9								18.9
Gain on sale of assets, net	(1.4)								(1.4)
	446.9	354.7	5.5		360.2	50.0			857.1
Operating profit (loss)	33.4	47.5	(0.2)		47.3	(69.0)			11.7
Other income (expense)									

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Investment income	20.6	(1.0)			(1.0)				19.6	
Interest expense	(24.1)	(5.9)	1.2	6(e)	(4.7)		(71.8)	9(g)	(100.6)	
Foreign exchange (loss) gain, net	(9.2)								(9.2)	
Miscellaneous, net	(1.7)								(1.7)	
Income before taxes	19.0	40.6	1.0		41.6	(69.0)	(71.8)		(80.2)	
Income tax (benefit) expense	(9.7)	11.9	0.7	6(a), (b)	12.6	(20.1)	9(e)	(20.8)	9(h)	(38.0)
Net income (loss)	28.7	28.7	0.3		29.0	(48.9)	(51.0)		(42.2)	
Net income (loss) attributable to noncontrolling interests	0.1	1.3			1.3				1.4	
Net income (loss) attributable to Diebold, Incorporated	\$ 28.6	\$ 27.4	\$ 0.3		\$ 27.7	\$ (48.9)	\$ (51.0)		\$ (43.6)	
Weighted Average Common Shares Outstanding Basic	64.9					12.9	9(f)		77.8	
Weighted Average Common Shares Outstanding Diluted	65.5					12.9	9(f)		78.4	
Earnings per Share Basic	\$ 0.44								\$ (0.56)	
Earnings per Share Diluted	\$ 0.44								\$ (0.56)	

See accompanying notes to unaudited pro forma condensed combined financial information.

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12. NOTES TO UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL INFORMATION

12.1 Note 1 Description of the Business Combination

On November 23, 2015, Diebold and Wincor Nixdorf entered into the Business Combination Agreement, whereby Diebold will offer to exchange a combination of cash and Diebold Common Shares for each Wincor Nixdorf Ordinary Share in a voluntary takeover exchange offer pursuant to the German Takeover Act. The Exchange Offer and the other transactions contemplated by the Business Combination Agreement are intended to result in a Business Combination of Diebold and Wincor Nixdorf. Upon consummation of the proposed Business Combination, Wincor Nixdorf would become a subsidiary of Diebold, Inc.

Subject to the terms and conditions of the Offer, Wincor Nixdorf shareholders who validly tender their shares in the Exchange Offer will be entitled to receive Offer Consideration that is the equivalent of 49.78 or \$53.99 for each Wincor Nixdorf Ordinary Share (based on the closing price per share of Diebold Common Shares of \$26.99 on January 26, 2016). The Offer Consideration for each Wincor Nixdorf Ordinary Share is comprised of (1) 0.434 common shares of Diebold and (2) 38.98 in cash.

The overall Offer Consideration is variable and subject to the price of Diebold Common Shares and U.S. dollar to euro exchange rate on the date of the Business Combination.

The Exchange Offer is subject to customary conditions, including clearance by the FTC under the provisions of the HSR Act, as well as by certain regulatory authorities outside of the United States.

12.2 Note 2 Basis of Presentation

The accompanying unaudited pro forma condensed combined financial information was prepared in accordance with Article 11 of U.S. Regulation S-X. The unaudited pro forma condensed combined balance sheet was prepared using the historical balance sheets of Diebold as of September 30, 2015 and Wincor Nixdorf as of June 30, 2015 and assumes the proposed Business Combination occurred on September 30, 2015. Wincor Nixdorf AG's fiscal year ends on September 30 and Diebold's fiscal year ends on December 31. The pro forma condensed combined financial information has been prepared utilizing periods that differ by less than 93 days, as permitted by SEC rules and regulations. The unaudited pro forma condensed combined statements of operations were prepared using:

the historical unaudited statement of income of Diebold for the nine months ended September 30, 2015;

the historical audited statement of income of Diebold for the year ended December 31, 2014;

the historical unaudited consolidated statement of income of Wincor Nixdorf AG for the nine months ended June 30, 2015; and

the historical audited consolidated statement of income of Wincor Nixdorf AG for the year ended September 30, 2014.

Diebold's historical audited and unaudited financial statements were prepared in accordance with U.S. GAAP and presented in millions of U.S. dollars. The historical financial information of Diebold has been adjusted to give effect to the disposition of its electronic security business. Wincor Nixdorf's historical audited and unaudited financial statements were prepared in accordance with IFRS as issued by the IASB and presented in thousands of euros. The historical Wincor Nixdorf AG financial statements included within the unaudited pro forma condensed combined balance sheet and statements of income have been rounded to millions, and certain reclassifications were made to align Wincor Nixdorf AG's financial statement presentation with that of Diebold. Wincor Nixdorf's historical audited and unaudited financial statements were reconciled to U.S. GAAP, and the IFRS to U.S. GAAP adjustments are reflected in the Wincor Nixdorf U.S. GAAP Adjustments column as presented above and discussed in the accompanying notes. Wincor Nixdorf's historical audited and unaudited

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financial statements, IFRS to U.S. GAAP adjustments and pro forma adjustments were translated from euros to U.S. dollars using the period-end rate of \$1.1181 per euro for the unaudited pro forma condensed combined balance sheet as of June 30, 2015 and the historical average rates, during the nine months ended June 30, 2015 and the year ended September 30, 2014, of \$1.1609 and \$1.3570 per euro, respectively, for the unaudited pro forma condensed combined statements of operations.

The proposed Business Combination of Diebold and Wincor Nixdorf will be accounted for using the acquisition method of accounting under the provisions of ASC 805, with Diebold representing the accounting acquirer under this guidance. Accordingly, the historical consolidated financial statements have been adjusted to give effect to the impact of the Offer Consideration paid in connection with the Business Combination. In the unaudited pro forma condensed combined balance sheet, Diebold's cost to acquire Wincor Nixdorf AG has been allocated to the assets acquired and liabilities assumed based upon management's preliminary estimate of what their respective fair values would be as of the date of the Business Combination. The pro forma adjustments are preliminary and are based upon available information and certain assumptions which management believes are reasonable under the circumstances and which are described in the accompanying notes herein. Actual results may differ materially from the assumptions within the accompanying unaudited pro forma condensed combined financial information. Under ASC 805, generally all assets acquired and liabilities assumed are recorded at their acquisition date fair value. For purposes of the pro forma information presented herein, the fair value of Wincor Nixdorf's identifiable tangible and intangible assets acquired and liabilities assumed is based on a preliminary estimate of fair value. Any excess of the purchase price over the fair value of identified tangible and intangible assets acquired and liabilities assumed will be recognized as goodwill. Certain current market based assumptions were used which will be updated upon completion of the combination. Management believes the estimated fair values utilized for the assets to be acquired and liabilities to be assumed are based on reasonable estimates and assumptions. Preliminary fair value estimates may change as additional information becomes available and such changes could be material, as certain valuations and other studies have yet to commence or progress to a stage where there is sufficient information for definitive measurement. In addition, a preliminary review of IFRS to U.S. GAAP differences and related accounting policies has been completed based on information made available to date. However, following the consummation of the Business Combination, management will conduct a final review. As a result of that review, management may identify differences that, when finalized, could have a material impact on the unaudited pro forma condensed combined financial information.

The unaudited pro forma condensed combined statements of operations also include certain purchase accounting adjustments, including items expected to have a continuing impact on the combined results, such as increased amortization expense on acquired intangible assets. The unaudited pro forma condensed combined statements of operations do not include the impacts of any revenue, cost or other operating synergies that may result from the Business Combination or any related restructuring costs that may be contemplated. Diebold and Wincor Nixdorf have just recently begun collecting information in order to formulate detailed integration plans to deliver planned synergies. However, at this time, the status of the integration plans is too uncertain to include in the pro forma financial statements.

12.2.1 Financing Arrangement

On November 23, 2015, Diebold entered into financing arrangements, the funding under which is conditioned upon the closing of the Exchange Offer (**Business Combination Financing**) and the proceeds of which are expected to be used a) to finance a portion of the cash consideration of the purchase price to be paid in exchange for Wincor Nixdorf Ordinary Shares pursuant to the Business Combination Agreement, b) to refinance a portion of Diebold's outstanding indebtedness and c) to refinance Wincor Nixdorf's outstanding indebtedness at the time of closing. Upon closing of the Exchange Offer, Diebold expects outstanding borrowings under the Business Combination Financing and the replacement credit facility (which it entered into on December 23, 2015 to refinance outstanding indebtedness under

its existing \$230.0 million term loan A senior unsecured credit facility (Existing Term Loan A) to be approximately \$2,280.0 million. The committed Business Combination

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Financing of \$2,050.0 million is comprised of senior secured term loans and an unsecured bridge loan (which is expected to be replaced by senior unsecured notes if issued and sold by Diebold prior to the Closing Date). The Business Combination Financing will bear varying interest rates as explained in the accompanying notes. Diebold may not be able to issue and sell any senior unsecured notes on favorable terms, if at all, and, if funded, replacement of the unsecured bridge loan may not be available on favorable terms, if at all.

12.3 Note 3 Electronic Security Business Disposition

On October 25, 2015, the company entered into a definitive Asset Purchase Agreement (purchase agreement) with a wholly owned subsidiary of Securitas AB (Securitas Electronic Security) to divest its electronic security business located in the United States and Canada for an aggregate purchase price of approximately \$350.0 million in cash, 10.0 percent of which is contingent and payable over a twelve-month period beginning at closing based on the successful transition of certain customer relationships.

The closing purchase price is subject to a customary working capital adjustment. The purchase agreement provides for customary representations, warranties, covenants and agreements, including, among others, that each party will use commercially reasonable efforts to complete the transaction expeditiously.

The closing of the transaction occurred on February 1, 2016.

The company has also agreed to provide certain transition services to Securitas Electronic Security after the closing, including a \$6.0 million credit for such services.

Due to the significance of the transaction, Diebold's historical condensed consolidated balance sheet as of September 30, 2015 and historical condensed consolidated statements of income for the year ended December 31, 2014 and for the nine months ended September 30, 2015 have been adjusted to reflect the disposition of the electronic security business to Securitas Electronic Security. Additionally, as this probable disposition has not yet been reflected in the historical financial statements of Diebold, unaudited pro forma statements of operations have been provided within this Note 3 for the years ended December 31, 2013 and 2012 in order to provide pro forma presentation of the disposition for the three years presented in Diebold's audited financial statements for the three years ended December 31, 2014. For pro forma purposes, the disposition is assumed to have occurred on September 30, 2015 for the condensed combined balance sheet and on January 1, 2012 for the condensed combined statements of operations. The following unaudited pro forma condensed combined balance sheet adjustments reflect the elimination of net assets and liabilities and the following unaudited pro forma condensed combined statements of operations adjustments reflect the elimination of sales, costs and expenses related to the electronic security business. The pro forma adjustments related to the disposition are preliminary and are based upon available information and certain assumptions which management believes are reasonable under the circumstances. For the unaudited pro forma condensed combined statements of operations for the year ended December 31, 2014, 2013 and 2012 and the nine months ended September 30, 2015, respectively, a statutory tax rate of 39.0 percent was applied as the disposition is predominately in North America. Actual results may differ materially from the assumptions within the accompanying unaudited pro forma condensed combined financial information.

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Adjusted Balance Sheet for Electronic Security Business Disposition As of September 30, 2015 (amounts in millions, except per share data)

	Historical Diebold as Reported	Disposition Adjustment	Diebold as Adjusted
ASSETS			
Current assets:			
Cash and cash equivalents	\$ 198.5	\$ 344.0	\$ 542.5
Short-term investments	99.2		99.2
Trade receivables, net	565.6	(78.9)	486.7
Inventories	420.6	(38.8)	381.8
Deferred income taxes	108.2	(1.9)	106.3
Prepaid expenses	24.1	(0.6)	23.5
Prepaid income taxes	42.2		42.2
Other current assets	149.8	(4.7)	145.1
Total current assets	1,608.2	219.1	1,827.3
Securities and other investments	82.2		82.2
Property, plant and equipment, net	177.0	(3.3)	173.7
Goodwill	197.4	(33.9)	163.5
Deferred income taxes	85.4	(8.0)	77.4
Finance lease receivables	44.6		44.6
Other intangible assets	65.2		65.2
Other assets	15.1		15.1
Total other assets, net	666.9	(45.2)	621.7
Total assets	\$ 2,275.1	\$ 173.9	\$ 2,449.0
LIABILITIES AND EQUITY			
Current liabilities:			
Notes payable	\$ 80.9	\$	\$ 80.9
Accounts payable	283.9	(26.2)	257.7
Deferred revenue	231.7	(20.5)	211.2
Payroll and other benefits liabilities	81.0	(5.5)	75.5
Other current liabilities	289.0	(5.7)	283.3
Total current liabilities	966.5	(57.9)	908.6
Long-term debt,	618.3		618.3
Pensions and other benefits	198.2		198.2
Post-retirement and other benefits	20.9		20.9
Deferred income taxes	14.9		14.9
Other long-term liabilities	29.8	(0.1)	29.7
Commitments and contingencies			
Equity:			

Diebold, Incorporated shareholders' equity			
Preferred shares			
Common shares	99.6		99.6
Additional paid-in capital	431.8		431.8
Retained earnings	747.0	231.9	978.9
Treasury shares	(560.2)		(560.2)
Accumulated other comprehensive items, net	(316.8)		(316.8)
Total Diebold, Incorporated shareholders' equity	401.4	231.9	633.3
Noncontrolling interests	25.1		25.1
Total equity	426.5	231.9	658.4
Total liabilities and equity	\$ 2,275.1	\$ 173.9	\$ 2,449.0

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Adjusted Statement of Income for Electronic Security Business Disposition For Year Ended December 31, 2014
(amounts in millions, except per share data)

	Historical Diebold as Reported	Disposition Adjustment	Diebold as Adjusted
Net sales			
Services	\$ 1,637.6	\$ (204.8)	\$ 1,432.8
Products	1,413.4	(111.4)	1,302.0
	3,051.0	(316.2)	2,734.8
Cost of sales			
Services	1,147.4	(172.6)	974.8
Products	1,124.3	(90.5)	1,033.8
	2,271.7	(263.1)	2,008.6
Gross profit	779.3	(53.1)	726.2
Selling and administrative expense	515.6	(37.2)	478.4
Research, development and engineering expense	93.6		93.6
Impairment of assets	2.1		2.1
Gain on sale of assets, net	(12.9)		(12.9)
	598.4	(37.2)	561.2
Operating profit (loss)	180.9	(15.9)	165.0
Other income (expense)			
Investment income	34.5		34.5
Interest expense	(31.4)		(31.4)
Foreign exchange (loss) gain, net	(11.8)		(11.8)
Miscellaneous, net	(1.6)		(1.6)
Income before taxes	170.6	(15.9)	154.7
Income tax (benefit) expense	53.6	(6.2)	47.4
Net income (loss)	117.0	(9.7)	107.3
Net income (loss) attributable to noncontrolling interests	2.6		2.6
Net income (loss) attributable to Diebold, Incorporated	\$ 114.4	\$ (9.7)	\$ 104.7
Weighted Average Common Shares Outstanding Basic	64.5		64.5
Weighted Average Common Shares Outstanding Diluted	65.2		65.2
Earnings per Share Basic	\$ 1.77		\$ 1.62
Earnings per Share Diluted	\$ 1.76		\$ 1.61

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Adjusted Statement of Income for Electronic Security Business Disposition For Nine Months Ended September 30, 2015 (amounts in millions, except per share data)

	Historical Diebold as Reported	Disposition Adjustment	Diebold as Adjusted
Net sales			
Services	\$ 1,208.5	\$ (167.6)	\$ 1,040.9
Products	861.3	(93.3)	768.0
	2,069.8	(260.9)	1,808.9
Cost of sales			
Services	836.2	(136.8)	699.4
Products	703.5	(74.3)	629.2
	1,539.7	(211.1)	1,328.6
Gross profit	530.1	(49.8)	480.3
Selling and administrative expense	392.5	(29.3)	363.2
Research, development and engineering expense	66.2		66.2
Impairment of assets	18.9		18.9
Gain on sale of assets, net	(1.4)		(1.4)
	476.2	(29.3)	446.9
Operating profit (loss)	53.9	(20.5)	33.4
Other income (expense)			
Investment income	20.6		20.6
Interest expense	(24.1)		(24.1)
Foreign exchange (loss) gain, net	(9.2)		(9.2)
Miscellaneous, net	(1.7)		(1.7)
Income before taxes	39.5	(20.5)	19.0
Income tax benefit	(1.7)	(8.0)	(9.7)
Net income (loss)	41.2	(12.5)	28.7
Net income (loss) attributable to noncontrolling interests	0.1		0.1
Net income (loss) attributable to Diebold, Incorporated	\$ 41.1	\$ (12.5)	\$ 28.6
Weighted Average Common Shares Outstanding Basic	64.9		64.9
Weighted Average Common Shares Outstanding Diluted	65.5		65.5
Earnings per Share Basic	\$ 0.63		\$ 0.44
Earnings per Share Diluted	\$ 0.63		\$ 0.44

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The following statements of operations give effect to the disposition of the electronic securities business for the years ended December 31, 2013 and 2012, respectively. The adjusted statements of operations for Diebold have been included to reflect, on a pro forma basis, the disposition as a probable discontinued operation for the three most recent fiscal years presented in Diebold's audited financial statements for the three fiscal years ended December 31, 2014.

Pro Forma Statement of Operations for Electronic Security Business Disposition For Year Ended December 31, 2013 (amounts in millions, except per share data)

	Historical Diebold as Reported	Disposition Adjustment	Diebold as Adjusted
Net sales			
Services	\$ 1,637.1	\$ (216.3)	\$ 1,420.8
Products	1,220.4	(58.6)	1,161.8
	2,857.5	(274.9)	2,582.6
Cost of sales			
Services	1,222.7	(174.5)	1,048.2
Products	994.4	(46.1)	948.3
	2,217.1	(220.6)	1,996.5
Gross profit	640.4	(54.3)	586.1
Selling and administrative expense	596.7	(32.0)	564.7
Research, development and engineering expense	92.3		92.3
Impairment of assets	72.0		72.0
Gain on sale of assets, net	(2.4)		(2.4)
	758.6	(32.0)	726.6
Operating profit (loss)	(118.2)	(22.3)	(140.5)
Other income (expense)			
Investment income	27.6		27.6
Interest expense	(29.2)		(29.2)
Foreign exchange (loss) gain, net	0.2		0.2
Miscellaneous, net	(0.2)		(0.2)
Income before taxes	(119.8)	(22.3)	(142.1)
Income tax expense	56.7	(8.7)	48.0
Net income (loss)	(176.5)	(13.6)	(190.1)
Net income (loss) attributable to noncontrolling interests	5.1		5.1
Net income (loss) attributable to Diebold, Incorporated	\$ (181.6)	\$ (13.6)	\$ (195.2)
Weighted Average Common Shares Outstanding Basic	63.7		63.7

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Weighted Average Common Shares Outstanding	Diluted	63.7	63.7
Earnings per Share	Basic	\$ (2.85)	\$ (3.06)
Earnings per Share	Diluted	\$ (2.85)	\$ (3.06)

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*Pro Forma Statement of Income for Electronic Security Business Disposition For Year Ended December 31, 2012
(amounts in millions, except per share data)*

	Historical Diebold as Reported	Disposition Adjustment	Diebold as Adjusted
Net sales			
Services	\$ 1,626.5	\$ (206.2)	\$ 1,420.3
Products	1,365.2	(61.2)	1,304.0
	2,991.7	(267.4)	2,724.3
Cost of sales			
Services	1,215.7	(171.9)	1,043.8
Products	1,046.4	(46.0)	1,000.4
	2,262.1	(217.9)	2,044.2
Gross profit	729.6	(49.5)	680.1
Selling and administrative expense	527.7	(26.5)	501.2
Research, development and engineering expense	85.9		85.9
Impairment of assets	15.8		15.8
Gain on sale of assets, net	(1.2)		(1.2)
	628.2	(26.5)	601.7
Operating profit (loss)	101.4	(23.0)	78.4
Other income (expense)			
Investment income	37.6		37.6
Interest expense	(30.3)		(30.3)
Foreign exchange (loss) gain, net	2.7		2.7
Miscellaneous, net	(0.5)		(0.5)
Income before taxes	110.9	(23.0)	87.9
Income tax expense	28.2	(9.0)	19.2
Net income (loss)	82.7	(14.0)	68.7
Net income (loss) attributable to noncontrolling interests	5.9		5.9
Net income (loss) attributable to Diebold, Incorporated	\$ 76.8	\$ (14.0)	\$ 62.8
Weighted Average Common Shares Outstanding Basic	63.1		63.1
Weighted Average Common Shares Outstanding Diluted	63.9		63.9
Earnings per Share Basic	\$ 1.22		\$ 1.00
Earnings per Share Diluted	\$ 1.20		\$ 0.98

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Historical Wincor Nixdorf financial statements included within the unaudited pro forma condensed combined financial information have been rounded from thousands to millions and converted from euro to U.S. dollars using the period-end rate of \$1.1181 per euro for the unaudited pro forma condensed combined balance sheet as of June 30, 2015 and the historical average rates, during the nine months ended June 30, 2015 and the year ended September 30, 2014, of \$1.1609 and \$1.3570 per euro, respectively, for the unaudited pro forma condensed combined statements of operations. In addition, certain balances presented in the historical Wincor Nixdorf financial statements included within the unaudited pro forma condensed combined financial information have been reclassified to conform the presentation to that of Diebold as indicated in the tables below:

Balance Sheet as of June 30, 2015

Item	Amount (In US\$M)	Presentation in Wincor Nixdorf s IFRS Financial Statements	Presentation in Unaudited Pro Forma Condensed Combined Financial Information
Receivables from related companies	\$ 7.0	Receivables from related companies	Other current assets
Finance lease receivables	\$ 5.0	Trade receivables	Finance lease receivables
Trade receivables	\$ 0.1	Trade receivables	Other assets
Reworkable service parts	\$ 28.5	Reworkable service parts	Inventories
Investments accounted for using the equity method	\$ 2.7	Investments accounted for using the equity method	Securities and other investments
Goodwill	\$ 377.0	Intangible assets	Goodwill
Acquired intangibles	\$ 19.9	Intangible assets	Other intangible assets
Current income tax liabilities	\$ 37.8	Current income tax liabilities	Other current liabilities
Liabilities to related companies	\$ 2.1	Liabilities to related companies	Other current liabilities
Advance payables	\$ 46.9	Advance payables	Deferred revenue
Financial liabilities (current)	\$ 118.2	Financial liabilities (current)	Notes payable
Payroll and other benefits liabilities	\$ 63.5	Other accruals (current)	Payroll and other benefits liabilities
Other current liabilities	\$ 92.6	Other accruals (current)	Other current liabilities
Payroll and other benefits liabilities	\$ 31.0	Other current liabilities	Payroll and other benefits liabilities
Deferred revenue	\$ 146.7	Other current liabilities	Deferred revenue
Trade payables	\$ 0.1	Trade payables	Other long-term liabilities
Financial liabilities (noncurrent)	\$ 79.1	Financial liabilities (noncurrent)	Long-term debt
	\$ 13.7	Other accruals (noncurrent)	Post-retirement and other benefits

Post-retirement and other benefits

Commitments and contingencies	\$ 13.0	Other accruals (noncurrent)	Commitments and contingencies
Accruals for pensions and similar commitments	\$ 87.4	Accruals for pensions and similar commitments	Pensions and other benefits
Subscribed capital of Wincor Nixdorf AG	\$ 37.0	Subscribed capital of Wincor Nixdorf AG	Common shares
Other components of equity	\$ 54.8	Other components of equity	Accumulated other comprehensive items, net equity

Statement of Income for the Year Ended September 30, 2014

Item	Amount (In US\$M)	Presentation in	
		Wincor Nixdorf's IFRS Financial Statements	Presentation in Unaudited Pro Forma Condensed Combined Financial Information
Net sales Services	\$ 1,598.7	Net sales	Net sales Services
Net sales Products	\$ 1,752.3	Net sales	Net sales Products
Cost of sales Services	\$ 1,317.5	Cost of sales	Cost of sales Services
Cost of sales Products	\$ 1,295.6	Cost of sales	Cost of sales Products
Selling and administrative expense	\$ (0.1)	Other operating (income) expense	Selling and administrative expense
Gain on sale of assets, net	\$ (34.9)	Other operating (income) expense	Gain on sale of assets, net
Results from equity accounted investments	\$ 1.8	Results from equity accounted investments	Investment income
Investment income	\$ 0.2	Finance income	Investment income
Interest expense	\$ 1.2	Finance income	Interest expense
Finance costs	\$ (13.0)	Finance costs	Interest expense

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Statement of Income for the Nine Months Ended June 30, 2015

Item	Amount (In US\$M)	Presentation in	
		Wincor Nixdorf's IFRS Financial Statements	Presentation in Unaudited Pro Forma Condensed Combined Financial Information
Net sales Services	\$ 1,075.2	Net sales	Net sales Services
Net sales Products	\$ 977.4	Net sales	Net sales Products
Cost of sales Services	\$ 898.7	Cost of sales	Cost of sales Services
Cost of sales Products	\$ 751.7	Cost of sales	Cost of sales Products
Results from equity accounted investments	\$ 1.3	Results from equity accounted investments	Investment income
Investment income	\$ 0.3	Finance income	Investment income
Interest expense	\$ 0.9	Finance income	Interest expense
Finance costs	\$ (6.8)	Finance costs	Interest expense

12.5 Note 5 Purchase Price

Under the terms of the Exchange Offer, Wincor Nixdorf shareholders who validly tender their shares, and do not properly withdraw, will be entitled to receive the Offer Consideration in cash and common shares of Diebold that is the equivalent of 49.78 or \$53.99 for each Wincor Nixdorf Ordinary Share (based on the closing price per share of Diebold Common Shares of \$26.99 on January 26, 2016). The estimated purchase price reflected in the unaudited pro forma condensed combined financial information assumes all outstanding Wincor Nixdorf Ordinary Shares are validly tendered in the Exchange Offer and their holders receive the Offer Consideration. As discussed under *13.9 Potential Post-Completion Reorganization; Squeeze-Out Transactions*, it is possible that Wincor Nixdorf shareholders who do not tender their shares in the Exchange Offer may receive a different form and amount of consideration and may receive consideration on different dates.

For the purpose of preparing the accompanying unaudited pro forma condensed combined balance sheet as of September 30, 2015, the preliminary estimate of the purchase price was calculated as follows (amounts in millions, except share data):

Wincor Nixdorf shares issued and outstanding prior to the closing of the business combination agreement ⁽¹⁾	29,816,211
Closing price per share of Diebold common stock on January 26, 2016	\$ 26.99
Closing Date exchange ratio	0.434
Equity consideration per share in U.S. dollars	\$ 11.71
Cash per share portion of the purchase consideration	38.98
Euro to US dollar exchange rate as of January 26, 2016	1.0845
Cash consideration per share in U.S. dollars	\$ 42.27
Fair value of cash portion of the purchase consideration in U.S. dollars ⁽²⁾	\$ 1,260.4

Fair value of equity portion of the purchase consideration in U.S. dollars ⁽³⁾	349.3
Total estimated purchase price in U.S. dollars	\$ 1,609.7

- (1) In accordance with the exchange offer document, each Wincor Nixdorf Ordinary Share is subject to the Exchange Offer. Wincor Nixdorf has committed, by way of a non-tender agreement, not to tender or otherwise dispose of its treasury shares. As of January 26, 2016, 29,816,211 Wincor Nixdorf Ordinary Shares were outstanding.

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- (2) The fair value of cash portion of the purchase consideration in U.S. dollars is calculated as follows (amounts in millions, except share data):

Cash consideration per share of Wincor Nixdorf common stock	\$ 42.27
Wincor Nixdorf shares issued and outstanding prior to the closing of the Business Combination Agreement	29,816,211
Total cash portion of the purchase consideration	\$ 1,260.4

- (3) Assumes all outstanding Wincor Nixdorf shares are validly tendered in the Offer. The fair value of equity portion of the purchase consideration in U.S. dollars is calculated as follows (amounts in millions, except share data):

Wincor Nixdorf shares issued and outstanding prior to the closing of the business combination agreement	29,816,211
Closing price per Diebold Common shares on January 26, 2016	\$ 26.99
Closing Date exchange ratio	0.434
Equity consideration per share in U.S. dollars	11.71
Total equity portion of the purchase consideration	\$ 349.3

The estimated consideration expected to be paid reflected in the unaudited pro forma condensed combined financial information does not purport to represent what the actual consideration paid will be when the Exchange Offer closes or what, if any, consideration Diebold may pay to acquire Wincor Nixdorf Ordinary Shares following the close of the Exchange Offer in a Post-Completion Reorganization, as discussed under *13.9 Potential Post-Completion Reorganization; Squeeze-Out Transactions*. In accordance with ASC 805, the fair value of equity securities issued as part of the consideration paid will be measured on the Closing Date of the Exchange Offer at the then-current market price. This requirement will likely result in a per-share equity component different from the \$26.99 assumed in the unaudited pro forma condensed combined financial information and the difference may be material. Diebold believes that an increase or decrease of 25 percent in the market price of Diebold's common shares on the Closing Date of the Exchange Offer as compared to the market price of Diebold's common shares assumed for the purposes of the unaudited pro forma condensed combined financial information is possible based upon the recent history of the market price of Diebold's common shares. This amount was derived based on historical volatility of Diebold's common shares and is not indicative of Diebold's expectation for future share price performance. A change of this magnitude would increase or decrease the purchase price by approximately \$87.3 million, which would result in a corresponding increase or decrease to goodwill in the unaudited pro forma condensed combined financial information. Similarly, a 10 percent change in the Euro to U.S. Dollar exchange rate at the Closing Date of the Exchange Offer would increase or decrease the purchase price by approximately \$126.0 million, which would also result in a corresponding increase or decrease to goodwill in the unaudited pro forma condensed combined financial information.

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The following is a summary of the preliminary allocation of the above purchase price as reflected in the unaudited pro forma condensed combined balance sheet as of September 30, 2015 (amounts in millions):

Total purchase price	\$ 1,609.7
Recognized amounts of identifiable assets acquired and liabilities assumed	
Net book value of assets acquired	\$ 467.1
Write-off of preexisting Wincor Nixdorf goodwill and intangible assets	393.6
Adjusted net book value of assets acquired	73.5
Identifiable intangible assets at fair value	904.1
Increase inventory to fair value	61.5
Decrease deferred revenue to fair value	32.0
Deferred tax adjustments	(265.9)
Fair value of assets & liabilities assumed excluding goodwill	805.2
Total goodwill	\$ 804.5

The goodwill balance is primarily attributed to the assembled workforce, expanded market opportunities and cost and other operating synergies anticipated upon the integration of the operations of Diebold and Wincor Nixdorf. See Note 8 for a discussion of the methods used to determine the fair value of Wincor Nixdorf's identifiable assets.

12.6 Note 6 IFRS to US GAAP Adjustments

- (a) Reflects adjustment to reverse certain research and development costs capitalized for hardware/fixed assets as a result of the application of U.S. GAAP. In accordance with IFRS, certain development costs can be capitalized for hardware/fixed assets which otherwise would be expensed under U.S. GAAP. The adjustment to the unaudited pro forma condensed combined balance sheet consists of a reduction in other intangible assets and its corresponding deferred tax liability, which resulted in a decrease to retained earnings. The adjustment to the unaudited pro forma condensed combined statement of operations for the nine months ended September 30, 2015 consists of an increase to research, development and engineering expense and a reduction to income tax expense. These costs were incurred during the nine months ended September 30, 2015; and therefore, no costs were incurred during the year ended December 31, 2014.

Unaudited Pro Forma Balance Sheet Adjustments

	Adjustment (in millions)
Other intangible assets	\$ (3.3)
Deferred income taxes	\$ (1.0)
Retained earnings	\$ (2.3)

Unaudited Pro Forma Statements of Income Adjustments Nine Months ended June 30, 2015

	Adjustment (in millions)
Research, development and engineering expense	\$ 3.3
Income tax benefit	\$ (1.0)

- (b) Reflects adjustments to reverse accrued expenses for onerous contracts in which Wincor Nixdorf has recorded a provision on contracts for which the unavoidable costs of meeting the contractual obligations exceed the economic benefits expected to be received. Under U.S. GAAP, losses on firmly committed

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executory contracts typically are not recognized. The adjustment to the unaudited pro forma condensed combined balance sheet consists of a reduction in other current liabilities, a decrease to the corresponding deferred tax asset and an increase in a deferred tax liability, which resulted in the increase of retained earnings. The adjustment to the unaudited pro forma condensed combined statement of operations for the year ended December 31, 2014 consists of an increase to cost of sales products and a reduction to income tax expense. The adjustment to the unaudited pro forma condensed combined statement of operations for the nine months ended September 30, 2015 consists of a decrease to cost of sales products and an increase to income tax expense.

Unaudited Pro Forma Balance Sheet Adjustments

	Adjustment (in millions)
Deferred income taxes (asset)	\$ (1.9)
Other current liabilities	\$ (9.3)
Deferred income taxes (liability)	\$ 0.9
Retained earnings	\$ 6.5

Unaudited Pro Forma Statements of Income Adjustments Year ended September 30, 2014

	Adjustment (in millions)
Cost of sales products	\$ 1.3
Income tax expense	\$ (0.4)

Unaudited Pro Forma Statements of Income Adjustments Nine Months ended June 30, 2015

	Adjustment (in millions)
Cost of sales products	\$ (5.7)
Income tax expense	\$ 1.7

- (c) Reflects adjustments to reverse the impact of the discounting of long-term provisions as acceptable under IFRS, U.S. GAAP only allows the discounting of long-term provision when the aggregate amount of the liability and the timing of cash payments for the liability are fixed or determinable. The adjustment to the unaudited pro forma condensed combined balance sheet consists of an increase to other long-term liabilities and a reduction to the corresponding deferred tax liability, which resulted in the decrease of retained earnings. The adjustment to the unaudited pro forma condensed combined statement of operations for the year ended December 31, 2014 consists of a decrease to interest expense and an increase to income tax expense.

Unaudited Pro Forma Balance Sheet Adjustments

**Adjustment
(in millions)**

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Other long-term liabilities	\$	0.6
Deferred income taxes (liability)	\$	(0.2)
Retained earnings	\$	(0.4)

Unaudited Pro Forma Statements of Income Adjustments Year ended September 30, 2014

		Adjustment (in millions)
Interest expense	\$	0.6
Income tax expense	\$	0.2

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- (d) Reflects adjustments to the presentation of deferred income taxes as a result of the application of U.S. GAAP. In accordance with IFRS, on a jurisdictional basis, all deferred tax assets, (**DTAs**), and deferred tax liabilities (**DTLs**), are netted together, and the net DTA or DTL is recorded on the balance sheet as a noncurrent DTA or DTL, respectively. Under U.S. GAAP, jurisdictional netting of DTAs and DTLs are performed on a current versus noncurrent basis. The following table reflects the adjustments to current and noncurrent DTAs and DTLs as a result of the application of U.S. GAAP.

Unaudited Pro Forma Balance Sheet Adjustments

	Adjustment (in millions)	Balance Sheet Classification
Current deferred tax assets	\$ 42.3	Other current assets
Long-term deferred tax assets	\$ (33.2)	Deferred income taxes (asset)
Long-term deferred tax assets	\$ 10.3	Other assets (noncurrent)
Current deferred tax liabilities	\$ 0.2	Other current liabilities
Long-term deferred tax liabilities	\$ 16.6	Deferred income taxes (liability)
Uncertain tax position liability	\$ 2.6	Other current liabilities

- (e) Reflects the reversal of interest and the expected return on plan assets related to Wincor Nixdorf's pension plan out of finance income/costs and allocated as a component of employee benefit cost to the following financial statement line items:

Unaudited Pro Forma Statements of Income Adjustments Year ended September 30, 2014

	Adjustment (in millions)
Cost of sales products	\$ 0.4
Selling and administrative expense	\$ 2.2
Research, development and engineering expense	\$ 0.2
Interest expense	\$ 2.8

Unaudited Pro Forma Statements of Income Adjustments Nine Months ended June 30, 2015

	Adjustment (in millions)
Cost of sales products	\$ 0.2
Selling and administrative expense	\$ 0.9
Research, development and engineering expense	\$ 0.1
Interest expense	\$ 1.2

- (f) Reflects an increase in pension expense related to an updated actuarial valuation prepared in accordance with U.S. GAAP. The difference between Wincor Nixdorf's historical valuations under IFRS compared to U.S. GAAP is the classification of actuarial gains/losses from other comprehensive income to expense where the amount is

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above a 10 percent corridor. The adjustment is reflected in the following financial statement line items:
Unaudited Pro Forma Statements of Income Adjustments Year ended September 30, 2014

	Adjustment (in millions)
Research, development and engineering expense	\$ 0.2

Table of Contents*Unaudited Pro Forma Statements of Income Adjustments Nine Months ended June 30, 2015*

	Adjustment (in millions)
Cost of sales products	\$ 0.2
Selling and administrative expense	\$ 1.1
Research, development and engineering expense	\$ 0.1

12.7 Note 7 Conforming Accounting Policies

At this time, except for the adjustments noted in Note 6 to restate the financial statements of Wincor Nixdorf previously issued under IFRS to be consistent with U.S. GAAP and Note 3 to reclassify certain balances presented in the historical financial statements of Wincor Nixdorf to conform their presentation to that of Diebold, Diebold is not aware of any material differences between the accounting policies of the two companies that would continue to exist subsequent to the application of purchase accounting. Following the consummation of the Exchange Offer, Diebold will conduct a more detailed review of Wincor Nixdorf's accounting policies in an effort to determine if differences in accounting policies require further reclassification of Wincor Nixdorf's results of operations or reclassification of assets or liabilities to conform to Diebold's accounting policies and classifications. As a result, Diebold may identify additional differences between the accounting policies of the two companies that, when conformed, could have a material impact on these unaudited pro forma condensed combined financial information.

12.8 Note 8 Unaudited Pro Forma Condensed Combined Balance Sheet Adjustments*Purchase Accounting Adjustments:*

- (a) Reflects \$1,260.4 million, which represents the cash portion of the purchase price paid to Wincor Nixdorf common shareholders as calculated in Note 5.
- (b) Reflects adjustments to trade receivables of \$(2.1) million and accounts payable of \$(2.1) million for the elimination of intercompany activities between Diebold and Wincor Nixdorf.
- (c) Reflects an increase in book value for Wincor Nixdorf's inventory balances of \$61.5 million to reflect the estimated fair value of inventory, estimates of selling price, less cost to sell. The fair value estimate of inventory is preliminary and is determined based on the assumptions that market participants would use in pricing an asset, based on the most advantageous market for the asset (i.e., its highest and best use). This preliminary fair value estimate could include assets that are not intended to be used, may be sold or are intended to be used in a manner other than their best use. For purposes of the accompanying unaudited pro forma condensed combined financial information, it is assumed that all assets will be used in a manner that represents its highest and best use. The final fair value determination for inventories may differ from this preliminary determination.
- (d) Goodwill is calculated as the difference between the fair value of the consideration paid and the values assigned to the identifiable tangible and intangible assets acquired and liabilities assumed. See Note 5 for the calculation of

the amount of preliminary goodwill recognized in connection with the Business Combination.

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- (e) Reflects identifiable intangible assets expected to be recognized in connection with the Business Combination consisting of the following (amounts in millions):

Description	Estimated Fair Value	Balance Sheet Classification
Customer relationships Software	\$ 404.9	Other intangible assets
Customer relationships Systems / Services	325.3	Other intangible assets
Technology Software	67.3	Other intangible assets
Technology Systems	61.7	Other intangible assets
Trade name Wincor Nixdorf	44.9	Other intangible assets
Total identifiable intangible assets	\$ 904.1	

The fair value of the customer relationships intangible asset was valued using a multi-period excess earnings method, a form of the income approach, which incorporates the estimated future cash flows to be generated from Wincor Nixdorf's existing customer base. Excess earnings are the earnings remaining after deducting the market rates of return on the estimated values of contributory assets, including debt-free net working capital, tangible assets, and other identifiable intangible assets. The excess earnings are thereby calculated for each year of a multi-year projection period and discounted to present value. Accordingly, the primary components of this method consist of the determination of excess earnings and an appropriate rate of return. The Wincor Nixdorf trade name and developed technology was valued using the relief from royalty method under the income approach, which estimates the cost savings generated by a company related to the ownership of an asset for which it would otherwise have had to pay royalties or license fees on revenues earned through the use of the asset. The discount rate used is determined at the time of measurement based on an analysis of the implied internal rate of return of the transaction, weighted average cost of capital and weighted average return on assets.

The fair value estimate for all identifiable intangible assets is preliminary and is based on assumptions that market participants would use in pricing an asset, based on the most advantageous market for the asset (i.e., its highest and best use). This preliminary fair value estimate could include assets that are not intended to be used, may be sold or are intended to be used in a manner other than their best use. For purposes of the accompanying unaudited pro forma condensed combined financial information, it is assumed that all assets will be used in a manner that represents their highest and best use. The final fair value determination for identifiable intangibles may differ from this preliminary determination.

- (f) Reflects the fair value adjustment to deferred revenue of \$(32.0) million acquired from Wincor Nixdorf. The fair value of deferred revenue represents an amount equivalent to the estimated cost plus a reasonable profit margin to perform services based on deferred revenue balances of Wincor Nixdorf as of September 30, 2015. The fair value adjustment to deferred revenue will reduce revenues during a period of time following the Business Combination; however, this adjustment has not been included in the pro forma condensed combined statement of operations, because the reduction in revenue is non-recurring in nature.

- (g) Reflects the adjustments to record an increase to deferred income tax liabilities of \$265.9 million resulting from pro forma fair value adjustments for the assets acquired and liabilities assumed.

This estimate of deferred taxes was determined based on the changes in the book basis of the net assets to be acquired compared to the historical basis reflected in Wincor Nixdorf's financial statements using a blended statutory tax rate of

29.0 percent. Adjustments to established deferred tax assets and liabilities due to refined determination of statutory rates as well as the recognition of additional deferred tax assets and liabilities upon detailed analysis of the acquired assets and assumed liabilities may occur in conjunction with the finalization of the purchase accounting and these items could be material.

- (h) Reflects an adjustment of \$(467.1) million to eliminate Wincor Nixdorf's historical shareholders' equity, which represents the historical book value of Wincor Nixdorf's net assets, as a result of the application of purchase accounting.

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Reflects adjustments of \$16.2 million and \$333.1 million to common shares and additional paid-in capital, respectively, to reflect the issuance of 12,940,236 shares of Diebold Common Shares with a par value of \$1.25 per share to satisfy the equity portion of the Offer Consideration pursuant to the business combination agreement, assuming a closing price of Diebold's common shares on NYSE on January 26, 2016 of \$26.99 per share (refer to Note 5).

Financing Adjustments:

- (i) The adjustment to cash and cash equivalents reflects the expected refinancing of Wincor Nixdorf's outstanding indebtedness at the time of closing (\$197.3 million as of June 30, 2015) and the refinancing of a portion of Diebold's existing indebtedness (\$682.6 million as of September 30, 2015); and the payment of a \$4.7 million make-whole premium and estimated financing costs of \$60.8 million, net of \$2,280.0 million of new debt financing. The new debt financing is expected to consist of (a) \$2,050.0 million in committed Business Combination Financing in the form of (i) senior secured delayed draw term A loan for \$250.0 million, (ii) senior secured term B loan for \$1,300.0 million (which assumes the completion of the sale of Diebold's electronic security business), and (iii) an unsecured bridge loan of \$500.0 million (which is expected to be replaced with senior unsecured notes issued and sold by Diebold prior to the Closing Date), (b) \$230.0 million of refinanced Existing Term Loan A and (c) \$520.0 million of undrawn commitments under a replacement revolving facility. In addition, an adjustment of \$58.0 million to other assets reflects the removal of historical Diebold deferred financing costs of \$2.8 million plus the incurrence of additional estimated deferred financings costs of \$60.8 million. The adjustment to notes payable of \$152.1 million reflects the repayment of \$118.2 million of Wincor Nixdorf and \$70.9 million of Diebold outstanding short-term indebtedness offset by \$37.0 million of the new debt financing expected to be repaid within one year. The adjustment to long-term debt reflects the repayment of \$79.1 million of Wincor Nixdorf and \$611.7 million of Diebold outstanding indebtedness and the addition of \$2,243.0 million of the long-term portion of the new debt financing. The remaining amount of the debt financing at the time of closing, approximately \$152.5 million, is expected to be used (a) to pay estimated financing costs of \$60.8 million which include bank fees, financial advisory and other professional fees that are expected to be reflected as deferred financing costs in our consolidated financial statements and (b) to fund general corporate purposes. In addition, an adjustment of \$7.5 million to retained earnings reflects the removal of historical Diebold deferred financing cost of \$2.8 million and the payment of the make-whole premium of \$4.7 million.

12.9 Note 9 Unaudited Pro Forma Condensed Combined Statements of Operations Adjustments*Purchase Accounting Adjustments:*

- (a) Reflects adjustments to service and product sales and cost of sales for the elimination of intercompany activities between Diebold and Wincor Nixdorf for the year ended December 31, 2014 and the nine months ended September 30, 2015 as follows (amounts in millions):

	For the year ended December 31, 2014	For the nine months ended September 30, 2015
Sales		

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Services	\$	(1.8)	\$	(6.0)
Products	\$	(0.2)	\$	(0.2)
Cost of sales				
Services	\$	(0.7)	\$	(1.4)
Products	\$	(0.1)	\$	(0.1)

- (b) Reflects an adjustment to products cost of sales of \$61.5 million for the year ended December 31, 2014, which represents the fair value inventory adjustment based upon the anticipated inventory turnover.
- (c) Reflects adjustments of \$87.3 million and \$66.4 million for the year ended December 31, 2014 and the nine months ended September 30, 2015, respectively, which represents an increase to amortization expense

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related to the fair value of identified intangible assets with definite lives. The following table shows the pre-tax impact on the impacted financial statement line items (amounts in millions, except for useful life data):

Description	Estimated Useful Life	Estimated Fair Value	Amortization Expense	
			Year Ended December 31, 2018	Nine Months Ended September 30, 2015
Technology Software	5	\$ 67.3	\$ 13.5	\$ 10.1
Technology Systems	5	\$ 61.7	12.3	9.2
Amortization expense			25.8	19.3
Less: Wincor Nixdorf historical amortization in product cost of sales			(7.3)	(5.0)
Additional amortization expense to product cost of sales			\$ 18.5	\$ 14.3
Customer relationships Systems / Services	10	\$ 325.3	\$ 32.5	\$ 24.4
Customer relationships Software	14	\$ 404.9	28.9	21.7
Trade name Wincor Nixdorf	4	\$ 44.9	11.2	8.4
Amortization expense			72.6	54.5
Less: Wincor Nixdorf historical amortization in selling and administrative expense			(3.1)	(2.0)
Additional amortization expense to selling and administrative expense			\$ 69.5	\$ 52.5
Elimination of historical amortization expense within research, development and engineering expense			\$ (0.7)	\$ (0.4)
Total step up in amortization expense			\$ 87.3	\$ 66.4

Preliminary estimated future amortization expense, based upon Diebold's newly acquired intangible assets at September 30, 2015, is as follows (amounts in millions):

Year ending December 31,	Amount
Remaining 2015	\$ 24.6
2016	98.4
2017	98.4
2018	98.4
2019	98.4
Thereafter	485.9

Total	\$ 904.1
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- (d) Reflects an adjustment to selling and administrative expense of \$(2.1) million for the nine months ended September 30, 2015, which represents the elimination of direct and incremental advisory, legal and accounting expenses incurred by both Diebold and Wincor Nixdorf as a result of the Business Combination, which are not expected to have a continuing impact on the results of operations. There were no direct and incremental advisory, legal and accounting expenses incurred by Diebold or Wincor Nixdorf for the years ended December 31, 2014 and September 30, 2014, respectively.
- (e) Reflects adjustments to income tax expense of \$(43.4) million and \$(20.1) million for the year ended December 31, 2014 and nine months ended September 30, 2015, respectively, to reflect the tax effect of the pro forma adjustments based on an estimated blended statutory tax rate of 29.0 percent. Because the tax rate used for these pro forma financial statements is an estimate, it will likely vary from the effective rate in periods subsequent to the completion of the Business Combination and those differences may be material.

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- (f) The weighted average shares outstanding used to compute basic and diluted net earnings per share for the year ended December 31, 2014 and the nine months ended September 30, 2015 have been adjusted to give effect to the issuance of 12,940,236 Diebold Common Shares to satisfy the share portion of the Offer Consideration pursuant to the Business Combination Agreement (assuming a closing price of Diebold Common Shares on NYSE on November 20, 2015 of \$37.51 per share) as if such issuances had occurred on January 1, 2014.

Financing Adjustments:

- (g) Reflects the following adjustments to interest expense resulting from the Business Combination Financing as well as the expected refinancing of Wincor Nixdorf's outstanding indebtedness at the time of closing (\$197.3 million as of June 30, 2015) and the refinancing of Diebold's existing indebtedness (\$682.6 million as of September 30, 2015) with a replacement credit facility. As a result of these financing activities, on the terms described below, the unaudited pro forma condensed combined statements of operations reflect: (i) increase to interest expense of \$113.6 million and \$84.4 million for the year ended December 31, 2014 and for the nine months ended September 30, 2015, respectively, reflecting estimated interest expense and commitment fees associated with the anticipated financing and replacement facilities referenced below, (ii) increase to interest expense reflecting amortization of estimated deferred financing costs and commitment fees of \$10.5 million and \$7.8 million for the year ended December 31, 2014 and for the nine months ended September 30, 2015, respectively, associated with the establishment of the anticipated financing and replacement facilities, and (iii) the elimination of \$27.3 million and \$20.4 million of estimated interest and amortization expense related to Wincor Nixdorf's and Diebold's existing indebtedness, respectively, for the year ended December 31, 2014 and for the nine months ended September 30, 2015, respectively, that are expected to be refinanced as part of the Business Combination. The following tables show the assumed interest expense, interest rates and terms of the anticipated financing and replacement facilities to be obtained by Diebold based on the terms of the Business Combination Financing at the prevailing rates at the date of filing (amounts in millions):

Anticipated Financing and Replacement Facilities	Anticipated Borrowings ⁽ⁱ⁾	For the Year Ended December 31, 2014			
		Interest Expense	Commitment Fee on Undrawn Portion	Deferred Amortization ⁽ⁱⁱ⁾	Total Increase to Interest Expense
Revolving Credit Facility	\$	\$	\$ 1.3	\$ 0.9	\$ 2.2
Term Loan A	250.0	5.4		0.8	6.2
Term Loan B	1,300.0	59.8		5.3	65.1
Bridge Facility	500.0	43.4		1.5	44.9
Replacement Credit Facility (Existing Term Loan A)	230.0	5.0		0.7	5.7
	\$ 2,280.0	\$ 113.6	\$ 1.3	\$ 9.2	\$ 124.1

Anticipated Financing and Replacement Facilities	Interest Expense	For the Nine Months Ended September 30, 2015		
		Commitment Fee on Undrawn Portion	Deferred Amortization ⁽ⁱⁱ⁾	Total Increase to Interest Expense
Revolving Credit Facility	\$	\$ 1.0	\$ 0.6	\$ 1.6

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Term Loan A	4.1		0.6	4.7
Term Loan B	44.9		4.0	48.9
Bridge Facility	31.6		1.1	32.7
Replacement Credit Facility (Existing Term Loan A)	3.8		0.5	4.3
	\$ 84.4	\$ 1.0	\$ 6.8	\$ 92.2

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- (i) Reflects allocation of debt as currently anticipated. The actual allocation of the type and amount and the terms of financing may differ from those set forth below.
- (ii) Represents the straight-line amortization (which approximates the effective interest method) of debt issuance costs and debt discount related to the notes offered hereby over a five year period for the Revolver & Term Loan A; seven year period for the Term Loan B; and eight year period for the bridge facility.

Anticipated Financing and Replacement Facilities	Interest Rate		Term (Years)
	Index and Margin	Assumed Rate	
Revolving Credit Facility	LIBOR ⁽ⁱ⁾ + 2.00%	2.19% ^(iv)	5
Term Loan A	LIBOR ⁽ⁱ⁾ + 2.00%	2.19%	5
Term Loan B	LIBOR ⁽ⁱⁱ⁾ + 3.75%	4.50%	7
Bridge Facility	LIBOR + Various % ⁽ⁱⁱⁱ⁾	Various ⁽ⁱⁱⁱ⁾	8
Replacement Credit Facility (Existing Term Loan A)	LIBOR ⁽ⁱ⁾ + 2.00%	2.19%	5

- (i) LIBOR One month London Interbank Offered Rate.
- (ii) LIBOR One month London Interbank Offered Rate with a floor of 0.75%.
- (iii) It is expected that the borrowings under the bridge facility will bear interest at LIBOR with a floor of 1.00% plus a margin resulting in an interest rate starting at 7.75% that increases by 0.50% on a quarterly basis and is capped at 10.00%.
- (iv) Does not include the 0.25% commitment fee on the undrawn portion of the loan.

A 1/8th percent increase in the assumed rates would result in an aggregate increase to the above noted interest expense of \$2.9 million and \$2.2 million for the year ended December 31, 2014 and the nine months ended September 30, 2015, respectively.

- (h) Reflects adjustments to income tax expense of \$(27.2) million and \$(20.4) million for the year ended December 31, 2014 and nine months ended September 30, 2015, respectively, to reflect the tax effect of the financing adjustments based on an estimated blended statutory tax rate of 29.0 percent. Because the tax rate used for these pro forma financial statements is an estimate, it will likely vary from the effective rate in periods subsequent to the completion of the Business Combination and those differences may be material.

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13. THE BUSINESS COMBINATION

13.1 Information About the Companies

13.1.1 Diebold

Diebold, Incorporated was incorporated under the laws of the State of Ohio in August 1876, succeeding a proprietorship established in 1859. Diebold believes it has evolved to become a leading provider of exceptional self-service innovation, security and services to financial, retail, commercial and other markets. Diebold has approximately 15,000 employees with business in more than 90 countries worldwide.

Diebold's registered and principal executive offices are located at 5995 Mayfair Road, P.O. Box 3077, North Canton, Ohio 44720-8077, and its telephone number at that location is +1 (330) 490-4000.

13.1.2 Wincor Nixdorf

Wincor Nixdorf Aktiengesellschaft (**Wincor Nixdorf AG**), a German public stock corporation (*Aktiengesellschaft*), is incorporated under the laws of the Federal Republic of Germany. Wincor Nixdorf believes it is one of the world's leading providers of IT solutions and services to retail banks and the retail industry. Drawing on a comprehensive portfolio of products and services, Wincor Nixdorf supports and optimizes its customers' business processes, especially at the branch and store level. Wincor Nixdorf has approximately 9,000 employees worldwide.

Wincor Nixdorf's registered and principal executive offices are located at 1 Heinz-Nixdorf-Ring, 33106 Paderborn, Germany, and its telephone number at that location is +49 (0) 5251 693-30.

13.2 Structure of the Business Combination

Following consummation of the Offer, Diebold intends to pursue a Post-Completion Reorganization to effect a Business Combination of Wincor Nixdorf and Diebold and to acquire any outstanding Wincor Nixdorf Ordinary Shares not tendered in the Offer. A Post-Completion Reorganization could either eliminate any minority shareholder interest in Wincor Nixdorf AG remaining after the Offer or allow Diebold to control Wincor Nixdorf to the greatest extent permissible. Whether Diebold pursues a Post-Completion Reorganization transaction following consummation of the Offer and the type of such transaction will depend on the percentage of Wincor Nixdorf Ordinary Shares acquired in the Offer and, to the extent legally permissible, in the open market. Post-Completion Reorganization transactions include a domination agreement (*Beherrschungsvertrag*) and/or a profit and loss transfer agreement (*Gewinnabführungsvertrag*), where minority shareholders remain outstanding, and squeeze-out transactions, where Diebold (directly or indirectly) acquires all Wincor Nixdorf Ordinary Shares owned by remaining Wincor Nixdorf minority shareholders for adequate compensation. Wincor Nixdorf shareholders located or resident in the United States will be permitted to participate in potential Post-Completion Reorganization transactions.

Diebold expects that it will be able to enter into a domination agreement and/or a profit and loss transfer agreement, which will effect a Business Combination of Wincor Nixdorf and Diebold by giving Diebold control over Wincor Nixdorf AG's management and/or transferring Wincor Nixdorf's profits to Diebold. For a more complete description of potential Post-Completion Reorganization measures, see *13.9 Potential Post-Completion Reorganization*;

Squeeze-Out Transactions.

On February 3, 2016 Diebold, Inc. and Diebold KGaA entered into a transaction agreement governing their relationship. In this transaction agreement Diebold undertakes to make the Offer on behalf of Diebold KGaA and to assure that the tendered Wincor Nixdorf Ordinary Shares are directly transferred to Diebold KGaA. In return, Diebold KGaA undertakes to indemnify and hold harmless Diebold for any costs and expenses associated in connection with the Offer. Further, Diebold KGaA commits to support Diebold in implementing the intentions of Diebold, Incl. regarding Wincor Nixdorf AG following settlement of the

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Offer. In particular, Diebold KGaA undertakes to exercise voting and other membership rights of the acquired Wincor Nixdorf Ordinary Shares upon settlement of the Offer in accordance with the strategy followed by Diebold, Inc. regarding Wincor Nixdorf AG.

Upon settlement of the Offer, the Wincor Nixdorf Ordinary Shares validly tendered and not withdrawn will be transferred directly to Diebold KGaA without any prior acquisition or temporary purchase by Diebold, Incl. as bidder. Diebold, Inc., as bidder, will not acquire direct ownership of these shares in the course of settlement of the Offer. The following diagrams illustrate (1) the simplified current structure of Diebold and Wincor Nixdorf, (2) the simplified structure of Diebold and Wincor Nixdorf assuming that following the Offer Diebold holds at least 75 percent of Wincor Nixdorf AG's voting share capital and Wincor Nixdorf and Diebold enter into a domination agreement, and (3) the simplified structure of Diebold and Wincor Nixdorf assuming that following the Offer Diebold holds (directly or indirectly) at least 95 percent of Wincor Nixdorf's issued share capital and effects a corporate squeeze-out pursuant to Sections 327a et seq. of the German Stock Corporation Act (*Aktiengesetz*):

Pre-Combination Structure; the Offer

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Potential Post-Combination Structures

Domination Agreement

Corporate Squeeze-Out

13.3 Background of the Business Combination

Our management regularly reviews strategic alternatives with a view of evaluating business opportunities in our industry.

The management board of Wincor Nixdorf AG and the board of directors of Diebold, Inc. continually review their respective companies' results of operations and competitive positions in the industry in which they operate as well as strategic alternatives. In connection with these reviews, each of the senior management teams of Wincor Nixdorf and Diebold from time to time evaluates potential transactions that would further its strategic objectives, including by meeting periodically with the senior management of other companies in the industry, investment bankers and investors to discuss industry trends and opportunities to enhance shareholder value.

On March 2, 2015, after consultation with Diebold's board of directors and discussions with Diebold's financial advisors, Credit Suisse Securities (USA) LLC and J.P. Morgan Securities LLC, and its outside legal advisors, Sullivan & Cromwell LLP, Mr. Andy Mattes, president and chief executive officer of Diebold, indicated in an in-person discussion in Munich, Germany with Mr. Eckard Heidloff, chief executive officer of Wincor Nixdorf, that Diebold would potentially be interested in exploring a strategic transaction with Wincor Nixdorf. On March 19, 2015, Mr. Mattes had a further in-person discussion in Dusseldorf, Germany with Mr. Heidloff about potential options for a strategic combination between Diebold and Wincor Nixdorf, though no specifics of any transaction structure or pricing were discussed. Following this approach of Wincor Nixdorf by Diebold, Mr. Heidloff and Mr. Mattes, as well as Dr. Jürgen Wunram, chief financial officer of Wincor Nixdorf, and Mr. Christopher Chapman, chief financial officer of Diebold, entered into high-level preliminary discussions on a potential business combination. In connection with these discussions, Wincor Nixdorf also consulted with its financial advisors, Goldman Sachs AG, and its outside legal advisors, Freshfields Bruckhaus Deringer LLP. To

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facilitate discussions between Wincor Nixdorf and Diebold, on March 27, 2015 Wincor Nixdorf and Diebold entered into a confidentiality agreement regarding the exchange of certain information between Wincor Nixdorf and Diebold. As part of the confidentiality agreement, Wincor Nixdorf and Diebold each agreed not to acquire or offer to acquire any securities of the other party for a period ending on the earlier of the date of execution of a definitive transaction agreement and twelve months from the date of the confidentiality agreement.

On March 29, 2015, meetings between Mr. Heidloff, Dr. Wunram, Mr. Mattes and Mr. Chapman, which were later joined by Dr. Alexander Dibelius, chairman of the Wincor Nixdorf supervisory board and Mr. Henry Wallace, chairman of the Diebold board of directors, took place in London to discuss the possibility of a potential business combination. However, due to deviating positions on certain essential aspects of a potential transaction, including the structure of such a transaction, during a telephone call on April 9, 2015 between Dr. Dibelius, Mr. Heidloff, and Dr. Wunram on behalf of Wincor Nixdorf and Mr. Wallace, Mr. Mattes, and Mr. Chapman on behalf of Diebold, Dr. Dibelius stated that Wincor Nixdorf did not want to pursue further these preliminary discussions. Mr. Wallace accepted this decision and noted that he may contact Dr. Dibelius again at a later point.

On April 23, 2015, during a regularly scheduled meeting of the Diebold board of directors, Mr. Mattes, Mr. Chapman and Diebold's financial and legal advisors provided an update to the Diebold board of directors on the status of the discussions with Wincor Nixdorf. The Diebold board of directors discussed the developments and were supportive of Mr. Mattes's intention to continue monitoring the situation and exploring the possibility of a Business Combination with Wincor Nixdorf. In early May 2015, Mr. Wallace requested a meeting with Dr. Dibelius, which took place in person on May 28, 2015, in London. On May 21, 2015, Diebold's management and financial and legal advisors provided an update to Diebold's board of directors about these developments in a telephonic update call.

In the May 28, 2015 meeting, Mr. Wallace indicated that Diebold was still interested in pursuing a potential combination and would be prepared to offer mixed cash-and-stock consideration per outstanding Wincor Nixdorf Ordinary Share, subject to further diligence. Dr. Dibelius indicated that Wincor Nixdorf would consider this internally and might make a counter-proposal. Following the meeting, Diebold's and Wincor Nixdorf's financial advisors discussed the potential transaction. After internal discussions of Wincor Nixdorf, the management board of Wincor Nixdorf, after consulting with Dr. Dibelius, decided on June 2, 2015 that any business combination in the structure of a takeover offer by Diebold to the shareholders of Wincor Nixdorf required a premium significantly above what Diebold had indicated. On June 3, 2015, in a telephone call between Dr. Dibelius and Mr. Wallace, Dr. Dibelius proposed an offer per outstanding Wincor Nixdorf Ordinary Share, which Mr. Wallace indicated was above the range Diebold would be prepared to offer. Based on the outcome of this call, the management board of Wincor Nixdorf decided not to negotiate with Diebold further at that juncture. Accordingly, following this call the members of the management board of Wincor Nixdorf had no further contact or discussions with representatives of Diebold.

On June 12, 2015, Diebold convened a telephonic conference call to update its board of directors. On this call Diebold's financial advisors reviewed Wincor Nixdorf's publicly available financial disclosure based upon their work to date with Wincor Nixdorf's financial advisors. Following the telephonic board update call, Diebold instructed its financial advisors to contact the financial advisors of Wincor Nixdorf to request that a meeting be scheduled for Mr. Mattes and Dr. Dibelius. An in-person meeting between Mr. Mattes and Dr. Dibelius was arranged for June 19, 2015 in Frankfurt, Germany. In this meeting, Dr. Dibelius and Mr. Mattes engaged in high-level discussions regarding a potential combination, subject to due diligence, and Diebold's intention to send to Wincor Nixdorf a written, non-binding indication of Diebold's interest in a potential combination. Following this meeting, at the direction of the respective companies, Wincor Nixdorf's financial advisors had discussions with Diebold's financial advisors during which Wincor Nixdorf's financial advisors elaborated on the valuation of Wincor Nixdorf and further aspects of a potential transaction. Dr. Dibelius and Mr. Mattes spoke again on June 26, 2015, this time on the telephone, when Mr. Mattes previewed for Dr. Dibelius the substance of a letter that Mr. Mattes intended to send to Mr. Heidloff.

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On June 30, 2015, Mr. Mattes sent a letter to Mr. Heidloff expressing Diebold's non-binding interest in a potential combination of the businesses of Wincor Nixdorf and Diebold to be implemented by means of a voluntary public takeover offer made by Diebold to all shareholders of Wincor Nixdorf. In its non-binding indication of interest, Diebold indicated that, based on the information available to Diebold as of that time, it would be willing and able to put forward an offer price in the range of between 45.00 and 50.00 per Wincor Nixdorf Ordinary Share, with such consideration being paid partly in cash and partly in newly issued Diebold Common Shares representing in the aggregate up to 19.99 percent of Diebold's outstanding common shares. Later that same day, the management board of Wincor Nixdorf convened to discuss Diebold's non-binding expression of interest. After due deliberation and consultation with representatives of its financial and legal advisors, the management board decided that the offer warranted further analysis.

In the days following that meeting, the management board of Wincor Nixdorf, together with Dr. Dibelius and representatives of Wincor Nixdorf's financial and legal advisors, continued to assess Diebold's offer, including its terms and conditions as well as the consequences of such a transaction for Wincor Nixdorf, its business operations, its shareholders, its employees and its other stakeholders. On July 10, 2015, the management board of Wincor Nixdorf concluded, based on this analysis, that Diebold's proposal undervalued Wincor Nixdorf's business, including the value that the management board of Wincor Nixdorf expected would be created by Wincor Nixdorf's previously announced restructuring program, and, as a result, was not in the best interests of Wincor Nixdorf or its shareholders. In a letter dated July 10, 2015, Mr. Heidloff informed Mr. Mattes that Wincor Nixdorf believed that Wincor Nixdorf's current strategy justified a cash offer price of at least 50.00 to 55.00 per outstanding Wincor Nixdorf Ordinary Share.

On July 16, 2015, Dr. Dibelius and Mr. Mattes had a telephone call to discuss Diebold's June 30, 2015 non-binding indication of interest and Wincor Nixdorf's July 10, 2015 response. Mr. Mattes discussed Diebold's willingness, on a preliminary basis and subject to receipt of further diligence information, to revise the terms of its previous offer. On July 20, 2015, Dr. Dibelius informed Mr. Heidloff of his discussion with Mr. Mattes. During a regular meeting of the Diebold board of directors on July 24, 2015, Mr. Mattes provided an update about these developments, which were discussed by the Diebold board of directors, who were supportive of Mr. Mattes's proposed next steps with respect to continued engagement with Wincor Nixdorf.

On July 30, 2015, the management board of Wincor Nixdorf, after due deliberation and consultation with representatives of its financial and legal advisors, decided that in light of Diebold's indicated willingness to potentially revise the terms of its offer, it was reasonable to enter into further discussions with Diebold.

On August 6, 2015, at a meeting in Munich, Germany, Mr. Heidloff and Dr. Wunram of Wincor Nixdorf as well as Mr. Mattes and Mr. Chapman of Diebold discussed possible future organizational, governance and management structures of a combined Diebold and Wincor Nixdorf.

On August 7, 2015, a meeting of representatives of Wincor Nixdorf and Diebold took place in Munich, Germany. The participants of this meeting on behalf of Wincor Nixdorf were Mr. Heidloff, Dr. Wunram, Mr. Olaf Heyden, executive vice president, and Mr. Ulrich Näher, senior vice president, research and development. Mr. Mattes, Mr. Chapman, Mr. Stefan Merz, senior vice president, and Mr. Jonathan B. Leiken, general counsel, participated in the meeting on behalf of Diebold. In addition, representatives of Wincor Nixdorf's financial and legal advisors as well as representatives of Diebold's financial and legal advisors participated in the meeting. During the course of the meeting, both Wincor Nixdorf and Diebold gave presentations on their respective business operations and discussed the potential merits of combining the two companies' operations. The parties also discussed the key next steps in evaluating and potentially pursuing a transaction, including reaching agreement on key commercial terms and conducting due diligence.

On August 11, 2015, the management board of Wincor Nixdorf met and, after consultation with representatives of its financial and legal advisors, discussed the outcome of the meeting with Diebold on August 7, 2015. After a lengthy discussion, the management board of Wincor Nixdorf decided that Wincor Nixdorf should continue to explore a potential business combination with Diebold. Also on August 11,

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2015, following up on the calls Mr. Chapman and Mr. Merz had with Dr. Wunram following the August 7, 2015 meeting, Mr. Chapman and Mr. Merz sent Dr. Wunram a preliminary term sheet limited to an outline of Diebold's positions regarding key commercial topics discussed by the parties. Dr. Wunram, Mr. Chapman and Mr. Merz continued their discussion of the key commercial topics on calls in the subsequent days.

On August 14, 2015, Dr. Wunram received a financial due diligence request list from Mr. Merz and, in addition to discussing the key commercial topics, discussed a framework for financial and commercial due diligence in a telephone call with Mr. Chapman and Mr. Merz later that day.

Representatives of Wincor Nixdorf and Diebold and their respective financial and legal advisors held various discussions over the next several weeks on the key commercial and legal terms of a potential transaction, including (i) the offer consideration and structure of the transaction, (ii) the key aspects of a potential future integration and business combination, including the potential organization, set up and locations of a combined business as well as (iii) the governance structure of a combined entity. In addition, merger control risks and the allocation of such risks were analyzed and discussed. In a telephone call between Mr. Heidloff and Mr. Mattes on September 7, 2015, it was agreed that the value of any offer consideration of cash and shares should amount to \$2.50. In parallel to these discussions, Wincor Nixdorf and Diebold exchanged first working drafts of a non-binding term sheet regarding the potential transaction during the period between September 3 and September 12, 2015. In the course of these discussions, Wincor Nixdorf and Diebold reached preliminary agreements on various key terms of a potential transaction. The Diebold board of directors held an update call on August 26, 2015 with Diebold's management and financial and legal advisors to discuss and evaluate these developments and were supportive of the plan by Diebold's management to negotiate a non-binding term sheet with Wincor Nixdorf in respect of a potential business combination.

On September 14, 2015, the management board of Wincor Nixdorf convened to discuss the status of the negotiations with Diebold on the potential transaction. The management board also discussed the content of the working drafts of the term sheet which were previously prepared and exchanged. After due deliberation and consultation with its financial and legal advisors, the management board of Wincor Nixdorf decided that the key terms of the potential transactions should be negotiated and agreed upon in a draft term sheet during a meeting in New York City on September 16, 2015.

In addition, the management board of Wincor Nixdorf decided that it was more appropriate for Mr. Heidloff and Mr. Mattes to discuss the key open items during their one-on-one meeting before meeting with a wider group that would include financial and legal advisors of Wincor Nixdorf and Diebold. On September 14, 2015, in advance of the meeting between Mr. Heidloff and Mr. Mattes, Dr. Dibelius and Mr. Wallace exchanged views on certain open items in relation to the key terms, including the offer consideration.

On September 16, 2015, Mr. Heidloff and Mr. Mattes met in New York City to discuss key terms such as the offer consideration, closing conditions and governance of a combined Diebold and Wincor Nixdorf. During this meeting, Mr. Heidloff and Mr. Mattes were able to reach preliminary agreement on a number of topics, including various aspects of the ongoing business strategy of a combined group following the closing and its governance structure, as well as third-party diligence and validation and the shared desire for transaction certainty.

Following this meeting, the management board of Wincor Nixdorf decided on September 16, 2015 that, in light of the agreements reached by Mr. Heidloff and Mr. Mattes, representatives of Wincor Nixdorf and Diebold should negotiate a detailed, non-binding term sheet regarding a potential business combination.

On September 17, 2015, representatives of the financial and legal advisors of Wincor Nixdorf and Diebold met in Frankfurt, Germany, and discussed and negotiated the key terms of the potential transaction with the view to finalizing the non-binding term sheet. On September 18, 2015, Diebold's board of directors discussed by telephone these developments with Diebold's management and financial and legal advisors, and Diebold's board of directors, after deliberation, supported the intention of Diebold's management to finalize the non-binding term sheet within the next few days.

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Following the September 17, 2015 meeting, other key open issues, such as conditions to closing and the allocation of risk in obtaining regulatory approvals for the transaction, were also discussed between the parties' legal advisors. On September 22, 2015, the parties reached substantial agreement on all key legal and commercial terms contained in the non-binding term sheet.

On September 22, 2015, the management board of Wincor Nixdorf met and, after due deliberation and consultation with its financial and legal advisors, approved entering into the non-binding term sheet and approved the initiation of a mutual due diligence process between Diebold and Wincor Nixdorf.

On September 23, 2015, the supervisory board of Wincor Nixdorf held a meeting. During this meeting Mr. Heidloff and Dr. Wunram updated the members of the supervisory board regarding the value of a potential business combination with Diebold. In this context, they also discussed potential strategic alternatives to a business combination with Diebold. In connection with its corresponding regular reviews, the management board of Wincor Nixdorf had previously evaluated potential strategic partnerships and M&A opportunities with other industry participants. In particular, the management board of Wincor Nixdorf had considered strategic partnerships aimed at achieving accelerated software services growth, and potential collaboration on the design, development, and production of key hardware components. In February 2015 Wincor Nixdorf approached a potential strategic partner with a proposal to enter into preliminary discussions for either a business combination or a takeover by Wincor Nixdorf of the potential strategic partner's hardware division. This potential strategic partner responded in March 2015 that it was not prepared to enter into more detailed discussions with Wincor Nixdorf. Similar discussions with other potential strategic partners have led to partner agreements for hardware, such as a partnership to specify (and develop) next generation mechatronic modules, a manufacturing partnership in Brazil, and a partnership for the development, manufacturing and distribution of ATMs tailored to the requirements of remote rural areas in the Indian market. Mr. Heidloff and Dr. Wunram informed the supervisory board that the management board did not believe potential strategic partnerships available to Wincor Nixdorf at this time presented greater strategic value to Wincor Nixdorf than either a stand-alone solution or a business combination with Diebold. Mr. Heidloff and Dr. Wunram subsequently reported to the supervisory board the status of the potential transaction with Diebold and presented the rationale for a potential business combination and the terms of the proposed term sheet. At the meeting, representatives of Wincor Nixdorf's financial advisor also gave a presentation on the key commercial terms of the proposed term sheet, and representatives of Wincor Nixdorf's legal advisor gave an overview on the legal aspects to be considered. After due deliberation, the supervisory board consented to the entering into the non-binding term sheet and the conduct of the mutual due diligence process between Diebold and Wincor Nixdorf.

On September 24, 2015, with the support of the Wincor Nixdorf supervisory board and the Diebold board of directors, Wincor Nixdorf and Diebold entered into a non-binding term sheet on the key terms of a potential transaction, including terms of the Exchange Offer and closing conditions to the Offer, allocation of risk with respect to obtaining regulatory approval for the transaction, and parameters for future integration of their respective business operations. The term sheet provided for a consideration per Wincor Nixdorf Ordinary Share in a nominal amount of €52.50 consisting of (i) 0.434 Diebold Common Shares, representing in aggregate 19.90 percent of Diebold's then outstanding common shares, and (ii) a cash component in an amount in euros equal to the difference between €52.50 and the value of the 0.434 Diebold Common Shares per Wincor Nixdorf Ordinary Share based on Diebold's volume-weighted average share price on the New York Stock Exchange over the last five trading days up to and including the third trading day prior to the announcement of the transaction or the last five trading days prior to the unaffected share price (in case of a leak prior to the announcement of the transaction). The term sheet provided that it would be replaced by a Business Combination Agreement and that Wincor Nixdorf would be able to terminate the Business Combination Agreement in certain circumstances, including if the Wincor Nixdorf management board or supervisory board decided to pursue a superior offer from a third party after negotiating in good faith with Diebold. It also provided that Diebold would pay Wincor Nixdorf a termination fee ranging from €20 million to €39 million in certain circumstances where a

closing condition to the Exchange Offer was not met.

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The non-binding term sheet provided for headquarters of the combined group in Canton, Ohio and Paderborn, Germany, a commitment to keep certain locations of Wincor Nixdorf, a general framework for a future integration under the oversight of an integration committee in which both parties are equally represented, certain key aspects of the organization of the combined business, and the continuation of already initiated restructuring programs. The term sheet also acknowledged that the workforce of Diebold and Wincor Nixdorf is the foundation for future success of a combined group. With a view to corporate governance, the term sheet, among other provisions, provided that Wincor Nixdorf will use reasonable best efforts to procure that after closing of the transaction three current shareholder-appointed members of the Wincor Nixdorf supervisory board will resign and be replaced by three representatives of Diebold. The term sheet further provided that Diebold will appoint the CEO of Wincor Nixdorf as its president following the closing. In addition, Diebold will nominate for election to the board of directors of Diebold following the Business Combination, and recommend that Diebold shareholders vote in favor of, two members of Wincor Nixdorf's supervisory board and the chief executive officer of Wincor Nixdorf, provided that upon the termination of the employment of the chief executive officer of Wincor Nixdorf as president of Diebold, Wincor Nixdorf's chief executive officer will resign from the Diebold board of directors, and thereafter, representation of management on the Diebold board of directors would be reduced to the incumbent chief executive officer of the combined company.

Promptly after execution of the non-binding term sheet, Diebold proceeded with a formal due diligence process. Wincor Nixdorf began providing due diligence documents to Diebold for review, and both parties agreed to procedures that would allow a detailed due diligence investigation while protecting commercially or competitively sensitive information, including making members of management available for one-on-one discussions with their appropriate counterparts. Wincor Nixdorf also conducted reciprocal due diligence in light of the contemplated mixed cash and stock exchange offer consideration. Due diligence continued up to and following signing of the Business Combination Agreement.

On October 13, 2015, Diebold's legal advisor sent a draft Business Combination Agreement to Wincor Nixdorf's legal advisor. During a regular meeting on October 14, 2015, Diebold's board of directors discussed and evaluated these developments with Diebold's management and financial and legal advisors.

Following rumors on the potential transaction in the German press, on October 17, 2015, Wincor Nixdorf published an ad-hoc notification pursuant to Section 15 German Securities Trading Act (*Wertpapierhandelsgesetz*) confirming that Wincor Nixdorf and Diebold are currently in discussions regarding a potential business combination and had entered into a non-binding term sheet. Diebold also issued a press release containing similar information on October 17, 2015.

On October 28, 2015, Wincor Nixdorf's legal advisor sent a revised draft Business Combination Agreement to Diebold's legal advisor. On October 29 and 30, 2015, both parties' legal advisors engaged over the phone in preliminary discussions on open issues in the revised draft Business Combination Agreement. On November 1, 2015, Diebold's legal advisor sent a revised draft Business Combination Agreement to Wincor Nixdorf's legal advisor. Wincor Nixdorf's and Diebold's financial and legal advisors met the next day in Frankfurt to discuss the agreement with the objective of identifying open issues to be resolved by the respective parties' principals. On November 3, 2015, Wincor Nixdorf's legal advisor sent a revised draft Business Combination Agreement to Diebold's legal advisor. Negotiations between the legal advisors of, and reports by the financial and legal advisors to, Diebold and Wincor Nixdorf continued through the subsequent days, and Mr. Mattes and Mr. Heidloff had a telephone call on November 6, 2015, to further discuss the key open items, which included provisions related to an alternative all-cash offer consideration available for election by the tendering holders of Wincor Nixdorf Ordinary Shares and the date on which Wincor Nixdorf may terminate the Business Combination Agreement due to the non-satisfaction of the antitrust closing condition. Mr. Mattes, Mr. Chapman, and financial and legal advisors of Diebold discussed these and other

recent developments with Diebold's board of directors during a specially scheduled, in-person meeting on November 6, 2015. Diebold's board of directors supported plans by Mr. Mattes and Mr. Chapman to negotiate and expeditiously resolve the key open items with Wincor Nixdorf in the following weeks. During the week of November 9, 2015 discussions continued between

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Diebold's and Wincor Nixdorf's management and advisors regarding the structure of the offer consideration and the antitrust closing condition. On November 14, 2015, Diebold's management and legal advisor provided an update to Diebold's board of directors about these developments in a telephonic update call.

On November 16 and 17, 2015, Mr. Heidloff and Dr. Wunram, on behalf of Wincor Nixdorf, and Mr. Mattes and Mr. Chapman, on behalf of Diebold, as well as representatives of their respective financial and legal advisors met in Frankfurt, Germany, in order to discuss and negotiate the remaining open topics, including the treatment of merger control risks and the final structure of the offer consideration and associated tax implications. The parties reached substantive agreements on these topics at the conclusion of the meetings.

During the following days, the parties' legal advisors continued to exchange drafts of the Business Combination Agreement and negotiated further details in several calls.

On November 20, 2015, the management board of Wincor Nixdorf held a meeting. The financial and legal advisors of Wincor Nixdorf presented to the management board in detail information on the current status of the potential transaction as well as the material aspects to be considered by the members of the management board of Wincor Nixdorf. After due consideration and deliberation, the members of the management board of Wincor Nixdorf decided that, subject to final agreement on the Business Combination Agreement, the Business Combination Agreement and the transactions contemplated thereby shall be presented to the supervisory board of Wincor Nixdorf AG for approval on November 22, 2015.

The parties' legal advisors held further discussions on November 20 and 21, 2015, on the Business Combination Agreement, which was substantially finalized on the afternoon of November 21, 2015. On November 21, 2015, Mr. Mattes, Mr. Chapman, and financial and legal advisors of Diebold discussed these developments with the Diebold board of directors. Following these discussions, the Diebold board of directors unanimously approved the entry by Diebold into the Business Combination Agreement and the execution of other related transactions.

On November 22, 2015, the supervisory board of Wincor Nixdorf AG held a meeting. Representatives of the financial and legal advisors of Wincor Nixdorf presented detailed information to the members of the supervisory board of Wincor Nixdorf AG on the proposed transaction, the Business Combination Agreement and the transactions contemplated thereby as well as on aspects regarding the valuation of the offer consideration proposed in the Business Combination Agreement. After due consideration and deliberation the supervisory board of Wincor Nixdorf AG approved the entry by Wincor Nixdorf into the Business Combination Agreement and the transactions contemplated thereby.

In light of the approval of the Business Combination Agreement and the transactions contemplated thereby by the supervisory board of Wincor Nixdorf AG, the management board of Wincor Nixdorf AG held a further meeting in the morning on November 23, 2015. The members of the management board again considered the proposed transaction and offer consideration as well as its consequences for Wincor Nixdorf, its shareholders, its employees and other stakeholders and unanimously approved the entry by Wincor Nixdorf into the Business Combination Agreement and the transactions contemplated thereby. Promptly after this resolution the Business Combination Agreement was executed by both parties and the transaction was publicly announced.

13.4 Diebold's Reasons for the Business Combination

In December 2014, the Diebold board of directors began its consideration and evaluation of the proposed Business Combination, and over the next several months engaged in extensive review and careful consideration of the proposed

transaction. Prior to and throughout the course of negotiations, the Diebold board of directors received regular updates provided by Diebold management and Diebold's outside legal and financial advisors. In addition to participation by Mr. Wallace, chairman of the Diebold board of directors, and Mr. Mattes, chief executive officer and director of Diebold, Inc., in negotiating the proposed

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transaction, the Diebold board of directors discussed and considered the proposed transaction during regular in-person board of directors meetings on December 3, 2014, February 4, 2015, April 22 and 23, 2015, July 24, 2015 and October 14, 2015, a special in-person meeting on November 6, 2015, a special telephonic meeting on November 21, 2015, and telephonic update calls regarding the proposed transaction on May 21, 2015, June 12, 2015, August 26, 2015, September 18, 2015 and November 14, 2015. See also *13.3 Background of the Business Combination* above for additional information regarding the various stages of these negotiations and discussions.

After due consideration and consultation with Diebold's management and its legal and financial advisors, at a meeting held on November 21, 2015, the Diebold board of directors unanimously (i) determined and declared that the Business Combination Agreement, the consummation of the Exchange Offer and the other transactions contemplated by the Business Combination Agreement are in the best interest of Diebold and its shareholders, (ii) approved and declared advisable the Business Combination Agreement, the Exchange Offer and the other transactions contemplated by the Business Combination Agreement and (iii) authorized the issuance of Diebold Common Shares in connection with the Exchange Offer.

In reaching its decision that the Business Combination Agreement and the transactions contemplated thereby were in the best interest of Diebold and its shareholders, the Diebold board of directors consulted with Diebold management and its outside legal and financial advisors and considered a number of factors in connection with its evaluation of the proposed transaction, including the principal factors mentioned below. The Diebold board of directors did not attempt to quantify, rank or otherwise assign any relative or specific weights to the factors that it considered in reaching its determination. The Diebold board of directors did not undertake to make any specific determination as to whether any factor, or any particular aspect of any factor, supported or did not support its ultimate determination. The Diebold board of directors based its recommendation on the totality of the information presented. The explanation of the Diebold board of directors' reasons for the proposed transaction and all other information presented in this section is forward-looking in nature and therefore should be read in light of the factors discussed under *2.7 Forward-Looking Statements*.

The Diebold board of directors evaluated a number of factors and significant strategic opportunities as generally supporting its decision to enter into the Business Combination Agreement and proceed with the transactions contemplated thereby, including the following material factors:

The expectation that the combined company would create long-term shareholder value through (i) the common strategic focus on growing its high-value services and software business, supported by innovative hardware offerings, (ii) possible significant cost synergies facilitated by the Business Combination, and (iii) the ability to leverage the complementary strengths of each business into additional growth opportunities;

The expectation that the Business Combination would enable the combined company to better compete with a number of players in the self-service market (such as mobile and online payment providers, low-cost hardware providers, transaction processors, and multinational software and managed services companies), as both established and emerging competitors seek to capitalize on the changes occurring within the self-service industry (including greater automation of transactions, enhanced customer offerings, and increased government regulation and compliance costs) since the combined company would have relationships with and knowledge related to approximately one million ATMs in service worldwide;

The expectation that the Business Combination would complement the Diebold 2.0 transformation by bringing together two companies focused on growth in the efficient delivery of fully-integrated offerings across the entire value chain (from managed and professional services that provide consulting and design of products to installation and maintenance services for products) to clients around the globe;

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The expectation that the Business Combination would bring together two firms with a complementary geographic business presence, with Diebold's leadership in the Americas complementing Wincor Nixdorf's strong customer and supplier relationships in EMEA, two regions that are drivers for innovation and digital transformation in the industry;

The expectation that the increased scale would (i) create potential for cost-savings and efficiencies allowing the combined company to increase its focus and resources on innovation and capitalize on the history of innovative collaboration between the two companies, (ii) enable the combined company to deliver fully-integrated and transformative solutions faster, and (iii) provide the combined company the opportunity to partner with other leading technology companies on innovation;

The view that Diebold may be able to take advantage of significant cost efficiencies and synergy opportunities resulting from the Business Combination, including potential estimated cost savings in the first three years following the adoption of the domination agreement and/or the profit and loss transfer agreement;

The expectation that the Business Combination would be accretive to Diebold's non-GAAP earnings per share in the first full fiscal year following a potential adoption of a domination agreement and/or profit and loss transfer agreement, excluding integration costs;

The expectation that the Business Combination would provide increased operating cash flow less capital expenditures, which may be used to reduce debt, reinvest in the self-service business, return cash to shareholders in the form of dividends or share buybacks, and pursue future mergers and acquisitions;

The consideration of the scope of the due diligence investigation of Wincor Nixdorf conducted by Diebold management and outside advisors, and the results of that investigation;

The fact that the Diebold board of directors has an understanding of Wincor Nixdorf's business (including conditions, operations, properties, assets, regulatory issues, competitive position, strategy and prospects), historical financial performance, projected financial performance on a stand-alone and pro forma basis, in each case, taking into account the due diligence conducted by Diebold management with respect to Wincor Nixdorf, and knowledge of the current and prospective environment in which Diebold and Wincor Nixdorf operate;

The view that the terms and conditions of the Business Combination Agreement and the transactions contemplated thereby, including the covenants, closing conditions and terminations provisions, are favorable to completing the Business Combination;

The view that the minimum acceptance threshold of 67.6 percent of the total number of all Wincor Nixdorf Ordinary Shares (representing 75 percent of all issued and outstanding Wincor Nixdorf Ordinary Shares)

would increase the likelihood that Diebold would be able to implement a domination agreement and/or profit and loss transfer agreement in an efficient timeframe following the consummation of the Exchange Offer;

The view that Diebold and Wincor Nixdorf are committed (i) to align their respective compliance programs and systems following consummation of the Exchange Offer in accordance with best practices in the United States, Germany, other relevant jurisdictions, and the terms of Diebold's agreements with the United States government, (ii) to enter into good faith negotiations with the objective to reach an agreement outlining the specific features of a best practices compliance program, including certain features to be adopted prior to consummation of the Exchange Offer; and (iii) to conduct a risk-based analysis at both Diebold and Wincor Nixdorf with the goal of identifying changes to be made in order to implement the compliance program following consummation of the Exchange Offer;

The view that the complementary global coverage and shared values may allow for an effective and efficient integration process between Diebold and Wincor Nixdorf, due, in part, to the strength of the companies' management teams, both of which have proven operational track records;

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The commitment that following the execution of the Business Combination Agreement Diebold and Wincor Nixdorf would establish an integration committee to oversee integration of the two companies and would develop and oversee a plan to implement the business strategy of the combined company;

The agreement that following the consummation of the Exchange Offer three Diebold executives would be nominated to Wincor Nixdorf AG's supervisory board, which would support integration and future operations as a combined company;

The expectation that following the consummation of the Exchange Offer, and subject to applicable law and fiduciary duties, Diebold would increase the size of its board of directors and appoint Dr. Alexander Dibelius, chairman of the Wincor Nixdorf supervisory board, Dr. Dieter Düsedau, member of the Wincor Nixdorf supervisory board and Mr. Eckard Heidloff, chief executive officer of Wincor Nixdorf AG, to Diebold's board of directors, which would provide the Diebold board of directors with decades of experience, expertise and knowledge of Wincor Nixdorf's business, customers and strategy; and

The agreement that following the consummation of the Exchange Offer four Wincor Nixdorf executives would serve as members of a newly formed eight-person executive committee of the combined company, including Mr. Heidloff, who will serve as president of Diebold, and Dr. Jürgen Wunram, chief financial officer of Wincor Nixdorf, who will serve as chief integration officer and head of retail of Diebold, which would provide continuity, expertise and experience with Wincor Nixdorf's business, customers, geographic locations and culture.

The Diebold board of directors also evaluated a variety of uncertainties and risks and other potentially negative factors concerning the Business Combination Agreement and the transactions contemplated by the Business Combination Agreement, including the following (that are not in any relative order of importance):

The risk that the Exchange Offer may be delayed or may not be consummated, and the attendant adverse consequences for Diebold's and Wincor Nixdorf's businesses and financial results as a result of the pendency of the transaction and operational disruption;

The risk that required regulatory approvals may not be obtained or are obtained on terms and conditions that may prevent or delay the transaction or impose restrictions or requirements on the operation of the business of the combined company after the consummation of the Exchange Offer;

The fact that Wincor Nixdorf's business has different segments and reporting structures than Diebold's business, which gives rise to different business risks and makes direct comparisons between the two companies more difficult;

The uncertainty inherent in Wincor Nixdorf's plan for future projects, including the successful implementation of Wincor Nixdorf's restructuring program;

The risk that the Exchange Offer could be completed and consummated with up to 25 percent of outstanding Wincor Nixdorf Ordinary Shares not tendered, and that Diebold may not be able to acquire such remaining Wincor Nixdorf Ordinary Shares on a timely basis or at all (in which case, minority shareholders will continue to hold Wincor Nixdorf shares), and that any such acquisition of such shares may require the payment of different or additional consideration than the Offer Consideration;

The process for implementing a domination agreement and/or a profit and loss transfer agreement could take a significant amount of time, and an additional time period could elapse before Diebold could undertake a squeeze-out transaction to acquire any remaining ordinary shares of Wincor Nixdorf not tendered in the Exchange Offer;

The requirement that Diebold pay Wincor Nixdorf a termination fee of either 20 million, 30 million or 50 million under certain circumstances prompting the termination of the Business Combination Agreement (see *13.7.7.3 Termination Fees*);

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The risks associated with the occurrence of events that may materially and adversely affect the operations or financial conditions of Wincor Nixdorf, which may not entitle Diebold to terminate the Business Combination Agreement;

The risk that the potential benefits, savings and synergies of the Business Combination may not be fully or partially achieved, or may not be achievable within the expected timeframe;

The risks associated with the substantial amount of indebtedness Diebold would incur to finance the acquisition of the Wincor Nixdorf shares and the resulting leverage;

The challenges and difficulties of integrating the operations of Diebold and Wincor Nixdorf, including the integration of the respective accounting practices, compliance programs, technology and systems;

The risk of potential negative synergies following the Business Combination and negative reactions from customers and suppliers resulting from the Business Combination;

The risks associated with the expansion into new geographic locations and lines of business;

The risk of diverting management focus and resources from other strategic opportunities and from operational matters while working to implement the Business Combination, and other potential disruptions associated with combining the businesses and integrating the companies, and the potential effects of such diversion and disruption on the businesses and their respective regulators, customers, employees, suppliers, agents and others with whom they have business dealings;

Given the knowledge and experience of Wincor Nixdorf's management and employees, any inability to maintain the current management team and employees of Wincor Nixdorf could negatively affect a combined Diebold and Wincor Nixdorf, including the challenges associated with integrating internal information technology systems and joining companies located in different time zones that have employees who speak different languages and aligning varying business customs and practices;

Diebold will be required to bear the costs associated with negotiating the Business Combination Agreement and launching the Exchange Offer even if the Exchange Offer is not ultimately consummated, as well as in connection with potential litigation that may arise in the future;

The effects of general competitive, economic, political and market conditions and fluctuations on Diebold, Wincor Nixdorf or the combined company; and

Various other risks associated with the Business Combination and the business of Diebold, Wincor Nixdorf and the combined company, some of which are described in the section of this Prospectus titled *1. Risk Factors*.

Following the extensive deliberations discussed above, the Diebold board of directors concluded that the potentially negative factors associated with the Business Combination were outweighed by the potential benefits that it expected Diebold and its shareholders to achieve as a result of the Business Combination. Accordingly, the Diebold board of directors unanimously approved the Business Combination Agreement, the Exchange Offer and the other transactions contemplated by the Business Combination Agreement.

13.5 Wincor Nixdorf's Reasons for the Business Combination

At meetings held on November 22 and 23, 2015, after due consideration and consultation with Wincor Nixdorf management and legal and financial advisors, the supervisory and management board, respectively, approved the Business Combination Agreement and the transactions contemplated by the Business Combination Agreement.

The management board of Wincor Nixdorf AG evaluated the proposed transaction prior to and throughout the course of negotiations, and was guided by the expertise and regular updates provided by Wincor Nixdorf management and Wincor Nixdorf's outside legal and financial advisors.

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In reaching their decision to approve the Business Combination Agreement and the transactions contemplated thereby, the Wincor Nixdorf management board and supervisory board considered a number of factors in connection with its evaluation of the proposed transaction, including the principal factors mentioned below and determined that the Business Combination Agreement and the transactions contemplated thereby were in the best interest of Wincor Nixdorf and its shareholders. Individual members of the Wincor Nixdorf management board and supervisory board may have given differing weights to different factors.

The Wincor Nixdorf management board and supervisory board considered a number of factors pertaining to the strategic rationale for the Business Combination as generally supporting their decision to enter into the Business Combination Agreement, including but in no case limited to, the following material factors:

The advantages created for shareholders by the Business Combination (i) due to the combined business's strategic position in the market of both software and hardware solutions for ATMs, and (ii) resulting from synergies in financial planning of the combined group and the fact that this is in the long term expected to provide increased revenues for shareholders;

The fact that the businesses of Wincor Nixdorf and Diebold have complementary regional footprints with Wincor Nixdorf's stronger presence in the Europe, Middle East and Africa region and Diebold's stronger presence in North and South America which will enhance the access to a larger customer base for the combined company;

The expectation that the combined company will benefit from a vertical integration allowing for improved offerings to customers due to the strengths in hardware and software, on the one hand, and services, on the other hand, which will allow the combined company to provide customers with greater worldwide access to an integrated solution across hardware, software and services;

The expectation that the combined company will be able to improve its position *vis-à-vis* competitors due to its in-depth knowledge of the different market segments resulting from the focus on hardware and software and services, of Wincor Nixdorf and Diebold, respectively;

The expectation that the combination of the businesses envisaged by the transaction will lead to a higher level of innovations in the market for ATMs in general, as well as the software, hardware and services taken individually due to the vertically integrated approach which will further the exchange between the different levels in research and development;

The expectation that through the combination of the businesses envisaged by the transaction synergies can be created with regard to supplies as well as the customer management and internal services which will improve the financial position of the combined company;

The fact that through the Business Combination potential additional value can be created for shareholders through synergies, including growth and innovation, in particular for software and high-end services;

The estimated potential synergies resulting from the Business Combination of Wincor Nixdorf's and Diebold's businesses, as assessed at the time of the approval of the Business Combination Agreement by the Wincor Nixdorf management board, which were a factor in favor of the Business Combination, as the Wincor Nixdorf shareholders, based on the fact that a portion of the consideration for the Wincor Nixdorf Ordinary Shares will consist of equity interest in Diebold following the consummation of the Offer, would participate in the benefits of such estimated synergy savings;

The expectation that Wincor Nixdorf shareholders will own approximately 16.6 percent of the outstanding common shares of Diebold immediately after closing of the Offer (assuming all outstanding Wincor Nixdorf Ordinary Shares are tendered) and on this basis have the opportunity to participate in any future earnings and growth of the combined company and future appreciation in the value of Diebold's common shares following the Business Combination, while retaining the flexibility of selling all or a portion of those shares for cash in the open market post-closing;

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Its general understanding of Diebold's business, operations, historical and current financial condition, projected financial performance, as well as current and projected earnings, also taking into account the results of Wincor Nixdorf's due diligence review of Diebold, in each case taking into account a stand-alone analysis as well as a pro-forma analysis of the combined company;

The expectation that the acceptance threshold of 67.6 percent of the total number of shares in Wincor Nixdorf AG as provided for in the Diebold Offer will ensure that following completion of the Offer Diebold will have sufficient voting power to implement integration measures thereby enhancing shareholder value in the combined company;

Based on the volume-weighted average share price of Diebold Common Shares over the last five trading days prior to October 17, 2015, the day on which the companies confirmed entry into a non-binding term sheet for a proposed Business Combination, the total Offer Consideration represented an implied value of \$52.50 per Wincor Nixdorf Ordinary Share, representing a premium of approximately 35 percent over Wincor Nixdorf's closing share price as of October 16, 2015, and a premium of approximately 42 percent over the volume-weighted Wincor Nixdorf average price per share over the last three months preceding that date;

The fact that the financial and other terms and conditions of the Business Combination Agreement and the transactions contemplated thereby, including, but not limited to, the requirements to obtain applicable regulatory approvals and the satisfaction of the various other closing conditions, were the product of extensive arms-length negotiations between the parties;

The fact that the agreements reached between Wincor Nixdorf and Diebold reflect the acknowledgement of the workforce of both parties to be the basis of future success of the combined company; and

The governance arrangements contained in the Business Combination Agreement providing, among other things, that after completion of the Business Combination that (i) immediately following the closing, Mr. Heidloff, the current chief executive officer of Wincor Nixdorf, Dr. Alexander Dibelius, chairman of the supervisory board of Wincor Nixdorf AG, and Dr. Dieter Düsedau, member of the supervisory board of Wincor Nixdorf AG (together, the **Prospective Board Members**), shall be appointed as members of the board of directors of Diebold, (ii) Diebold shall nominate the Prospective Board Members for election to its board of directors (at least one board election cycle after the first shareholder vote on new directors) and recommend that its shareholders vote in favor of the (formerly appointed) Prospective Board Members, (iii) Mr. Heidloff, the current chief executive officer of Wincor Nixdorf AG, will serve as president of Diebold and (iv) during the period immediately following closing, the current members of the Wincor Nixdorf management board will continue to manage the Wincor Nixdorf business, which will continue to be headquartered in Paderborn, Germany.

In connection with its deliberations, the Wincor Nixdorf management board also comprehensively weighed the factors described above against certain potential risks and uncertainties as well as potentially negative factors associated with the proposed Business Combination, including:

The possibility that the Business Combination might not be completed, or that completion might be unduly delayed, for reasons beyond Wincor Nixdorf's and/or Diebold's control;

The risk that the operational integration of the businesses of Wincor Nixdorf and Diebold is delayed or impeded by general market conditions;

The risk that anticipated synergies might not be fully achieved or not achieved in the expected time frames due to, for example, the different internal organizations of the Wincor Nixdorf and the Diebold businesses with a view to market segments and reporting lines which may impose challenges to the initiation of the integration process;

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The risk that the integration of the business of Wincor Nixdorf and Diebold is delayed by factors deriving from the geographical set-up (time-zones, languages) as well as differences in management and employment practices;

The risk that the enlargement of the customer base and the offering of vertically integrated services and other potential benefits of the Business Combination might not be fully achieved or may not be achieved within the time frames expected or at all;

The risk associated with management and employees focusing on the implementation of the integration of Wincor Nixdorf's and Diebold's business thereby diverting attention from other business opportunities;

The potential for diversion of management and employee attention and for increased employee attrition during the potentially lengthy period prior to the closing of the Business Combination, and the potential effect on Wincor Nixdorf's business and relations with customers and suppliers;

The substantial costs to be incurred in connection with the Business Combination, including the potential future costs of integrating the businesses of Wincor Nixdorf and Diebold and the transaction expenses arising from the Business Combination;

The fact that the stock portion of the consideration is subject to a fixed exchange ratio, which, by its nature, will not adjust upward to compensate for declines, or downward to compensate for increases, in Diebold's common share price prior to completion of the Business Combination;

The risk that governmental regulatory agencies may not approve the Business Combination or may impose terms and conditions on their approvals that would either materially impair the business operations of the combined company or adversely impact the ability of the combined company to realize the synergies or other benefits that are projected to occur in connection with the Business Combination;

The restrictions on the conduct of Wincor Nixdorf's business during the period between the signing of the Business Combination Agreement and completion of the Business Combination;

The potential negative impacts on Wincor Nixdorf, its business and the price of its ordinary shares if the Business Combination is not completed;

The potential impact if the Business Combination is not completed due to a termination of the Business Combination Agreement; and

The risks of the type and nature described under the section of this Prospectus titled *1. Risk Factors* and the matters described under *2.7 Forward-Looking Statements*.

The management board and the supervisory board of Wincor Nixdorf each concluded that the potentially negative factors associated with the Business Combination were outweighed by the potential benefits that it expected Wincor Nixdorf and its shareholders to achieve as a result of the Business Combination. Accordingly, the management board and the supervisory board of Wincor Nixdorf approved the Business Combination.

In considering the recommendation of the management board and the supervisory board of Wincor Nixdorf as described in *13.6 Recommendation of the Wincor Nixdorf Supervisory Board and Management Board*, you should be aware that the members of Wincor Nixdorf's supervisory board and management board may have interests in the transactions contemplated by the Business Combination Agreement that may be different, or in addition to, the interests of Wincor Nixdorf's shareholders generally. These interests may create potential conflicts of interests. The supervisory board and the management board of Wincor Nixdorf AG were aware that such potential interests might exist. However, the decisions of the management and supervisory board to approve the Business Combination Agreement and the transactions and covenants contemplated by the Business Combination Agreement were solely guided by the best interest of Wincor Nixdorf, its shareholders, employees and other stakeholders.

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13.6 Recommendation of the Wincor Nixdorf Supervisory Board and Management Board

The Wincor Nixdorf management board and the Wincor Nixdorf supervisory board have carefully considered the proposed combination and determined that the proposed combination is in the best interest of Wincor Nixdorf, the shareholders of Wincor Nixdorf, its employees and other stakeholders, and therefore approved the Business Combination Agreement. Subject to their fiduciary duties under applicable law and a thorough review of the exchange offer document, the Wincor Nixdorf supervisory board and the Wincor Nixdorf management board intend to recommend that Wincor Nixdorf shareholders accept the Offer and to tender their shares to Diebold. The shareholders of Wincor Nixdorf are, however, advised to consider carefully the potential tax consequences of accepting the Offer. The management board and the supervisory board stress, in particular, that it might, for instance, be more favorable under German tax laws for German retail investors to sell their shares on the stock exchange or otherwise rather than accepting the Offer. Therefore, members of the management board or supervisory board of Wincor Nixdorf that hold shares in Wincor Nixdorf may choose to sell their shares on the stock exchange or otherwise rather than tender their shares.

The management board and the supervisory board of Wincor Nixdorf AG have undertaken in the Business Combination Agreement to support the Offer in a reasoned statement or a joint reasoned statement to be published pursuant to Sections 27, 14 of the German Takeover Act. These obligations are subject to a thorough review of the exchange offer document and the applicable obligations and responsibilities under applicable law, in particular the board members' duties of care, loyalty and good faith, the requirements of the German Takeover Act, and other requirements described in the Business Combination Agreement.

13.7 The Business Combination Agreement

This section of the Prospectus describes the material terms of the Business Combination Agreement but does not purport to describe all of the terms of the Business Combination Agreement.

13.7.1 Intentions of Diebold and Wincor Nixdorf

Pursuant to the Business Combination Agreement, Diebold and Wincor Nixdorf intend to form a combined enterprise (**Combined Company**), which will strive to be a leading company in the integrated self-service, banking and retail industry, and to expand its consolidated services and software business while developing innovative hardware, which will be an important enabler for the combined company. Diebold and Wincor Nixdorf intend for the combined company to continue Diebold's and Wincor Nixdorf's respective restructuring programs with the objective of an accelerated transition to an enterprise that is services-led, software-enabled and supported by innovative hardware and to use its global reach to achieve economies of scale and adjust its cost structure, while reinvesting in new solution offerings in both software and services to accelerate growth.

Immediately after the signing of the Business Combination Agreement, Diebold notified BaFin of its intention to make the Exchange Offer and published its decision regarding the launch of the Exchange Offer, including a statement regarding the offered consideration, pursuant to Section 10 of the German Takeover Act and, concurrently, Wincor Nixdorf published an ad hoc announcement pursuant to Section 15(1) of the German Securities Prospectus Act.

13.7.2 Structure of the Combination

Pursuant to the Business Combination Agreement, Diebold will make a voluntary public takeover offer under which Diebold will offer a mix of cash and Diebold Common Shares to the shareholders of Wincor Nixdorf for all issued Wincor Nixdorf Ordinary Shares.

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The parties have agreed to take the following steps in chronological order to consummate the Exchange Offer and use their best efforts to complete the Exchange Offer in a timely manner:

signing the Business Combination Agreement;

announcing the intention to launch the Exchange Offer;

filing the Registration Statement on Form S-4 with the SEC;

filing the draft exchange offer document with BaFin;

receiving approval of the final exchange offer document by BaFin and commencing the Exchange Offer;

receiving from the SEC declaration of effectiveness of the Registration Statement on Form S-4;

receiving all required antitrust clearances; and

settling the Exchange Offer.

13.7.2.1 The Exchange Offer

Under the terms of the Exchange Offer, Diebold seeks to acquire all Wincor Nixdorf Ordinary Shares in exchange for a cash consideration in the amount of 38.98, and a stock consideration in the amount of 0.434 Diebold Common Shares, in exchange for each Wincor Nixdorf Ordinary Share. The Offer Consideration is subject to any increases made either voluntarily by Diebold or in accordance with the provisions of the German Takeover Act.

Prior to the settlement of the Exchange Offer and depending on the number of Wincor Nixdorf shares tendered into the Exchange Offer, Diebold will ensure that the total number of new Diebold Common Shares issued in connection with the Exchange Offer will not exceed 12,940,236 (corresponding to 19.91 percent of the total number of Diebold Common Shares outstanding as of the date of the Business Combination Agreement). Diebold will also ensure that the Diebold Common Shares issued in the Exchange Offer will be fully fungible with outstanding Diebold Common Shares, including with respect to dividend entitlements. In addition, Diebold will ensure that the new Diebold Common Shares issued in the Exchange Offer will be admitted to trading on the New York Stock Exchange and the Frankfurt Stock Exchange by applying to list the Diebold Common Shares issued to Wincor Nixdorf shareholders on the New York Stock Exchange and by applying to list all Diebold Common Shares on the regulated market segment of the Frankfurt Stock Exchange with a concurrent listing in the subsegment of the regulated market with additional post-admission obligations (Prime Standard).

13.7.2.2 Certain Funds Financing

On November 23, 2015, Diebold entered into a (i) \$500.0 million bridge credit agreement and (ii) \$1.841 billion bank credit agreement, pursuant to which Diebold has obtained certain funds financing from certain banks (**Financing Sources**) to finance the Cash Component of the Offer Consideration and to finance shareholder loans to be provided by Diebold to Wincor Nixdorf following the consummation of the Exchange Offer in an amount of up to

175.0 million, as described below in the section of this Prospectus titled *13.7.8 Conduct of the Business Pending the Business Combination*. See the section of this Prospectus titled *13.8 Financing of the Business Combination* for a description of the credit agreements.

13.7.2.3 Announcement of the Exchange Offer

Diebold has agreed that Wincor Nixdorf is permitted at any time to disclose the entire contents of the business combination agreement to stakeholders and the press, as well as in the reasoned statements of the Wincor Nixdorf management board and the supervisory board regarding the Exchange Offer, issued pursuant to Section 27 of the German Takeover Act, and in any filings or statement required to be made by

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Wincor Nixdorf under the rules and regulations of the SEC in respect of the Exchange Offer (including the statement required by Rule 14e-2 of Regulation 14E as promulgated by the SEC). See the section of this Prospectus titled *13.7.4 Approvals by the Diebold and Wincor Nixdorf Boards; Recommendations by the Wincor Nixdorf Boards* for more information about the reasoned statements.

13.7.2.4 Filing and Amendment of the Registration Statement and the Offer Document

Pursuant to the terms of the Business Combination Agreement, Diebold has prepared this Prospectus and the Registration Statement on Form S-4 and filed it with the SEC. Diebold has agreed to use its best efforts to have this Registration Statement declared effective under the Securities Act of 1933, as amended, and the rules and regulations thereunder, as promptly as reasonably practicable. In addition, Diebold has prepared the draft exchange offer document in accordance with the provisions of the German Takeover Act and the German Takeover Act Offer Ordinance. In case of any contradiction between the terms of the Business Combination Agreement and legally mandated provisions under the German Takeover Act, the provisions and interpretations of the German Takeover Act will govern with respect to the draft exchange offer document, and Diebold and Wincor Nixdorf will amend the Business Combination Agreement to reflect their intentions as much as possible. Diebold and Wincor Nixdorf agreed to use reasonable efforts to, and will use reasonable efforts to ensure that its respective subsidiaries and its and their employees and advisors will, without undue delay and upon the reasonable request of the other party, furnish, keep updated and cooperate with one another during the review process of this Prospectus and Registration Statement by the SEC and the draft exchange offer document by BaFin (including, in each case, the financial statements contained herein and therein). Pursuant to the Business Combination Agreement, Diebold is obligated to afford Wincor Nixdorf and its advisors the reasonable opportunity to, and Wincor Nixdorf and its advisors are obligated to review and comment on, the prospectus included in the Registration Statement, this Prospectus and the offer document prior to each submission to the SEC or BaFin. However, the parties' obligations do not require either party to permit access to offices, properties, management, employees, books and records, and Wincor Nixdorf and its directors, employees and advisors will not be liable to Diebold for the correctness and completeness of any disclosure or information provided by it or them under or in connection with the Business Combination Agreement, except for any material incorrectness resulting from the willful misconduct of Wincor Nixdorf AG or any of its subsidiaries. Further, Diebold acknowledges and agrees that neither Wincor Nixdorf nor its legal counsel will provide any legal opinion, comfort letter or similar statements in respect of or in connection with the Registration Statement or the offer document. In addition, Wincor Nixdorf is not required to publicly disclose any insider information unless such information has been publicly disclosed or otherwise ceased to constitute insider information in accordance with German law, provided, however, that subject to the fiduciary duties of the management board and the supervisory board of Wincor Nixdorf AG and to the extent permitted by law, Wincor Nixdorf will upon reasonable request inform Diebold it chose to exercise a self-exemption pursuant to Section 15(3) of the German Securities Trading Act. Subject to Wincor Nixdorf's conclusion that such action is in the best interest of Wincor Nixdorf, Wincor Nixdorf undertakes to publish the insider information as soon as legally practicable if informed by Diebold of Diebold's need to draw funds in respect of the financing of the Exchange Offer or the Business Combination.

Diebold has agreed to notify Wincor Nixdorf without undue delay upon the receipt of any comments from the SEC or BaFin relating to any request for amendments or supplements to the Registration Statement and the offer document, to give due consideration to Wincor Nixdorf's comments, and to use reasonable commercial efforts to respond promptly to such comments from the SEC or BaFin. In addition, if Diebold can reasonably foresee that an interaction with BaFin or with the SEC will concern material terms of the Business Combination Agreement or other material interests of Wincor Nixdorf, or if Diebold's advisors deem it advisable, Diebold will reasonably seek for Wincor Nixdorf and its advisors to be granted an opportunity to participate in physical meetings or telephone calls with BaFin or the SEC. In case of any dispute with respect to the content of the Registration Statement or the exchange offer document, Diebold

has the right to make the ultimate decision, provided that, with respect to any comments from the SEC on Wincor Nixdorf's financial statements, Wincor Nixdorf is entitled to determine if and how to modify its

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financial statements in response to such comments unless such determination could reasonably be expected to delay the declaration of effectiveness of the Registration Statement, and, with respect to any comments from the SEC on the recommendation of the management board and the supervisory board of Wincor Nixdorf or on the section on Wincor Nixdorf's reasons for the transaction which forms part of this Prospectus (see the section of this Prospectus titled *13.5 Wincor Nixdorf's Reasons for the Business Combination*), Wincor Nixdorf is entitled to solely decide if and how such changes are made. In each case, however, the SEC Registration Statement and the exchange offer document must materially comply with the terms and conditions of the Business Combination Agreement.

If BaFin's approval of the exchange offer document or if the SEC's declaration of the effectiveness of the Registration Statement is conditioned on changes that are not in accordance with the Business Combination Agreement, the parties will in good faith cooperate to amend the relevant document for it to comply with the requirements set forth by BaFin or the SEC while reflecting the original intent of the parties to the greatest extent permissible. Although neither Diebold nor Wincor Nixdorf is obligated to amend or waive any of the terms or conditions of the Exchange Offer except with the prior written consent of both Diebold and Wincor Nixdorf (in particular in the case of modifications to the form or amount of the Offer Consideration, the Share Component, closing conditions, or duration of the acceptance period), each of the parties has agreed to implement such amendments as required by BaFin or the SEC and necessary to consummate the Exchange Offer, to the extent that the required amendment does not materially negatively affect the interest of the party implementing the amendment, and with the prior written consent of the requisite financing sources, if such consent is required under the financing agreements. In addition, Diebold is required to accept an amendment, and procure the required consent from the financing sources in respect of such amendment, related to the Regulatory Condition, as described below, if and to the extent BaFin or the SEC does not accept a reference to hold-separate arrangements in connection with the Regulatory Condition. However, if Diebold, in compliance with the terms of the Business Combination Agreement, refrains from publishing the final exchange offer document due to an amendment required by BaFin or the SEC, and an objective third party would conclude that the regulatory condition, the Registration Statement condition and the No Market Material Adverse Change Condition would otherwise be satisfied, Diebold will not be obligated to pay a termination fee as described below.

13.7.2.5 Commencement of the Exchange Offer

Diebold will apply to BaFin for an extension of the statutory interim period between the announcement of the Offer and the submission of the draft exchange offer document to BaFin from four weeks to eight weeks. Following approval of the exchange offer document by BaFin or the expiration of the review period required under the German Takeover Act, Diebold will commence the Exchange Offer by publishing the approved exchange offer document without undue delay in accordance with Section 14(2) of the German Takeover Act and disseminate the prospectus included in the Registration Statement to holders of Wincor Nixdorf Ordinary Shares in compliance with the Exchange Act and the rules and regulations promulgated by the SEC.

13.7.2.6 Acceptance Period of the Exchange Offer; Extension of the Exchange Offer

Pursuant to the Business Combination Agreement, the Exchange Offer will have an acceptance period that expires on the date that is no less than four weeks and no more than eight weeks after the day following the approval of the exchange offer document by BaFin or the day following expiration of the review period required under the German Takeover Act. However, the acceptance period will end no earlier than 20 business days after (and including) the day on which the acceptance period commenced. Under the Business Combination Agreement, Diebold will be able to decide in its reasonable judgment, prior to the approval of the exchange offer document by BaFin, to extend the acceptance period to up to ten weeks if there are reasonable concerns that the Registration Statement will not be

declared effective prior to the end of the eight weeks after the commencement of the Exchange Offer. In such case, though, the failure of certain closing conditions (as described below) will only be evaluated through the first eight weeks of the extended acceptance period.

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13.7.2.7 Additional Acceptance Period

Following the expiration of the acceptance period, and if all conditions to the Exchange Offer (other than the Regulatory Condition) have been satisfied or, where applicable, waived, an additional acceptance period of two weeks for the Exchange Offer will be provided in accordance with the German Takeover Act. During the Additional Acceptance Period, Diebold will offer to acquire all of the remaining outstanding Wincor Nixdorf Ordinary Shares pursuant to the same terms and conditions as within the initial acceptance period, and during this time, shareholders may tender, but not withdraw, their Wincor Nixdorf Ordinary Shares and receive the Offer Consideration.

13.7.3 Conditions to the Offer; Closing Failure and Revised Transaction

The following is a summary of the conditions to the Offer initially agreed upon between Diebold and Wincor Nixdorf in the Business Combination Agreement. Diebold has, as permitted by and pursuant to the Business Combination Agreement, waived or partially waived certain conditions to the Offer (as described below) prior to commencement of the Offer. We urge you to read the exchange offer document and the information contained in the section of this Prospectus titled *3.5 Conditions to the Offer*, because they, and not the summary below, describe the conditions to the Offer applicable to Wincor Nixdorf shareholders.

13.7.3.1 Conditions to Diebold's Obligation to Consummate the Exchange Offer

Pursuant to the Business Combination Agreement, Diebold's obligations to accept and exchange Wincor Nixdorf Ordinary Shares tendered in the Exchange Offer were subject to the satisfaction of the following conditions on or prior to the end of the acceptance period, or with respect to the regulatory condition on or prior to November 21, 2016 (or where permissible, waiver by Diebold):

the receipt of all approvals under merger control or competition law regimes in any jurisdiction where the parties have mutually determined merger control or competition law filings and/or notices to be necessary or the expiration of the statutory waiting periods in the relevant jurisdictions in respect of such jurisdiction's merger control or completion law approval, or hold-separate arrangements will have been put in place, on or before November 21, 2016;

the Registration Statement having been declared effective by the SEC prior to the expiration of the acceptance period and not being the subject of any stop order by the SEC pursuant to Section 8(d) of the Securities Act or any proceeding initiated by the SEC seeking such a stop order at the time of the consummation of the Exchange Offer, and the Diebold Common Shares to be issued by Diebold in the Exchange Offer being authorized for listing on the New York Stock Exchange and the Frankfurt Stock Exchange, subject to official notice of issuance, and all existing Diebold Common Shares being authorized for listing on the Frankfurt Stock Exchange;

at the expiration of the acceptance period, the sum of the number of tendered Wincor Nixdorf Ordinary Shares (including those Wincor Nixdorf shares for which the acceptance of the Exchange Offer has been declared during the acceptance period but only becomes effective after the end of the acceptance period by transferring the Wincor Nixdorf shares to an ISIN designated for Wincor Nixdorf shares that will trade as

tendered) for which the right to withdrawal, if any, has not been validly exercised in accordance with the approved exchange offer document, *plus* the number of Wincor Nixdorf Ordinary Shares held directly or indirectly by Diebold, any subsidiaries of Diebold or any person acting in concert with Diebold within the meaning of Section 2 para. 5 of the German Takeover Act (excluding, for the avoidance of doubt, any Wincor Nixdorf treasury shares), *plus* the number of Wincor Nixdorf Ordinary Shares that must be attributed to Diebold or any subsidiaries of Diebold in the corresponding application of Section 30 of the German Takeover Act, *plus* the number of Wincor Nixdorf Ordinary Shares in respect of which Diebold, any subsidiary of Diebold or any person acting in concert with Diebold within the meaning of Section 2 para. 5 of the German

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Takeover Act has entered into an agreement outside of the Exchange Offer, giving them the right to demand the transfer of title of those Wincor Nixdorf Ordinary Shares, in each case without double counting, is equal to at least 22,362,159 Wincor Nixdorf Ordinary Shares (approximately 67.6% of all Wincor Nixdorf Ordinary Shares existing at the time of approval of the exchange offer document by BaFin); and

the absence of any temporary restraining order or preliminary or permanent injunction or other order by any governmental authority of competent jurisdiction preventing consummation of the Exchange Offer or the transactions contemplated by the Business Combination Agreement.

In addition, under the Business Combination Agreement, Diebold's obligations to accept and exchange Wincor Nixdorf Ordinary Shares tendered in the Exchange Offer were subject to the satisfaction (or waiver by Diebold, to the extent waiver is permitted by applicable law) of the following conditions, which are only evaluated during the period from the publication of the offer document to the expiration of the acceptance period (or, in the case of the no Wincor Nixdorf material adverse change condition or the material compliance violation condition, until the end of the first eight weeks, if the acceptance period is extended beyond that):

the absence of a market material adverse change, defined as a circumstance in which trading on the Frankfurt Stock Exchange is suspended for more than three consecutive trading days for all shares admitted to trading at the entire Frankfurt Stock Exchange, or a circumstance in which the closing quotations of the DAX (ISIN DE0008469008), as determined by Deutsche Börse Aktiengesellschaft, Frankfurt am Main, Germany, or a successor thereof, and published on its internet website (www.deutsche-boerse.com), of the two trading days prior to the end of the acceptance period is no more than 28.5% below the closing quotation of the DAX on the trading day immediately preceding the day of the publication of the approved exchange offer document;

the absence of a material adverse change for Wincor Nixdorf, defined as either a circumstance in which Wincor Nixdorf has published new events pursuant to Section 15 of the German Securities Trading Act or a circumstance in which an event occurred which would have had to be published by Wincor Nixdorf pursuant to Section 15 of the German Securities Trading Act or that Wincor Nixdorf did not publish because of a self-exception pursuant to Section 15 para. 3 of the German Securities Trading Act, that, in case of a one-time event, results in a negative effect on the annual EBITDA (as defined in Wincor Nixdorf's annual report for the fiscal year ended September 30, 2015) of Wincor Nixdorf in an amount of at least 50 million and/or, in case of a recurring event, results in a recurring negative effect on the annual EBITDA (as defined in Wincor Nixdorf's annual report for the fiscal year ended September 30, 2015) of Wincor Nixdorf in an amount of at least 18 million for the fiscal years 2015/2016, 2016/2017 and 2017/2018, or that, in each case, could reasonably be expected to have such effect;

the absence of a criminal or material administrative offense each relating to applicable corruption, anti-bribery, money laundering or cartel laws by a member of a governing body or officer of Wincor Nixdorf AG or a subsidiary of Wincor Nixdorf AG, while any such person was operating in their official capacity at, or on behalf of, Wincor Nixdorf AG or a subsidiary of Wincor Nixdorf AG (be it an offense under any applicable administrative, criminal or equivalent laws in the United States, Germany or any other jurisdiction whose laws apply to operations of Wincor Nixdorf AG or a subsidiary of Wincor Nixdorf AG)

being known to have occurred, if any such criminal or material administrative offense constitutes insider information for Wincor Nixdorf pursuant to Section 13 of the German Securities Trading Act or has constituted insider information prior to its publication;

the absence of an increase in the share capital of Wincor Nixdorf AG, or Wincor Nixdorf having granted, delivered, sold, committed to sell, transferred, or in any other way disposed of any or all of Wincor Nixdorf's treasury shares;

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the absence of any insolvency proceedings under German law having been opened in respect of the assets of Wincor Nixdorf and the management board of Wincor Nixdorf AG not having applied for such proceedings to be opened, or the absence of any ground that would require an application for the opening of insolvency proceedings; and

the lack of a Competing Offer being announced by a third party within the meaning of Section 22 of the German Takeover Act, which according to an ad hoc notification by Wincor Nixdorf pursuant to Section 15 of the German Securities Trading Act, offers an overall consideration exceeding the consideration offered by the Exchange Offer or is otherwise determined by the Wincor Nixdorf management board and supervisory board to be in the best interest of Wincor Nixdorf.

Pursuant to the Business Combination Agreement, each of the closing conditions listed above must be satisfied on or prior to the end of the acceptance period, except for the Regulatory Condition which may remain outstanding until November 21, 2016. In addition, the No Wincor Nixdorf Material Adverse Change Condition and the Material Compliance Violation Condition expire at the end of the first eight weeks of the acceptance period (if the acceptance period is extended beyond that). Diebold is entitled until one working day prior to the end of the acceptance period to waive any closing condition, including the Regulatory Condition, at its discretion, to the extent legally permissible and subject to any applicable consent by the requisite financing sources. Diebold has agreed that it will refrain from predicating the consummation of the Exchange Offer upon the satisfaction of additional closing conditions without the prior consent of Wincor Nixdorf. To the extent permissible and permitted under the financing agreements, Diebold is entitled to waive any and all of the closing conditions in whole or part.

Following the date of the Business Combination Agreement and prior to commencement of the Offer, Diebold has, as permitted by and pursuant to the Business Combination Agreement, waived or partially waived certain conditions to the Offer, including (i) with respect to the registration statement condition described above, the portion of the condition relating to the listing of Diebold Common Shares on the New York Stock Exchange and the Frankfurt Stock Exchange will not be a condition to the Offer, and the portion of the condition relating to stop orders or proceedings will be a condition to the Offer only to the extent that the SEC issued a stop order or initiated a proceeding seeking a stop order on or prior to the end of the acceptance period, (ii) with respect to the no injunction condition described above, the absence of any temporary restraining order or preliminary or permanent injunction or other order by any governmental authority of competent jurisdiction preventing consummation of the Exchange Offer or the transaction contemplated by the Business Combination Agreement will be a condition to the Offer only to the extent such injunction or order is in place at the expiration of the acceptance period, and (iii) with respect to the regulatory condition, the approval of the antitrust authorities in Colombia, Morocco, and the Ukraine, or expiration of the statutory waiting periods in these jurisdictions, will not be necessary to satisfy such condition. In addition, the no injunction condition was narrowed to include only such injunctions or orders from a member state of the European Union, the United States of America, Brazil, China, Colombia, Russia, Turkey, Canada, Australia or Japan. For a description of the conditions to the Offer, see the section of this Prospectus titled *3.5 Conditions to the Offer*.

13.7.3.2 Closing Failure; Revised Transaction

If the Exchange Offer is not consummated due to the non-satisfaction of a closing condition (**Closing Failure**), and if the Closing Failure was due to the non-satisfaction of (i) the Regulatory Condition, (ii) the Registration Statement Condition or (iii) the No Market Material Adverse Change Condition (and no other closing condition), the parties will use their reasonable best efforts to renegotiate the Exchange Offer and the Business Combination in good faith with regard to the new facts, provided that the Closing Failure has not been caused by non-compliance of either party with the terms of the Business Combination Agreement. Diebold and Wincor Nixdorf have agreed to use their reasonable

best efforts to consummate a revised transaction pursuant to the terms of a revised Business Combination Agreement, to be entered into as promptly as practicable and in no event more than two (2) months after the Closing Failure. In the event that the parties have failed to reach such revised Business Combination Agreement after a period of one

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month following the Closing Failure, they are required to submit all outstanding open points to a third-party mediator chosen jointly by the parties for non-binding resolution of the open issues between the parties. The parties are required to announce the revised agreement upon signing and take all measures necessary or helpful to successfully consummate the revised transaction.

13.7.3.3 Determining the Satisfaction of a Closing Condition

To the extent that the determination of whether a closing condition is satisfied depends on the opinion of a third party neutral expert, Wincor Nixdorf will, to the extent legally permissible, provide the neutral expert with reasonable support and all requisite information regarding Wincor Nixdorf, its subsidiaries and the businesses they operate. Diebold has agreed to bear all of Wincor Nixdorf's expenses incurred in connection with its cooperation with the neutral expert.

13.7.4 Approvals by the Diebold and Wincor Nixdorf Boards; Recommendations by the Wincor Nixdorf Boards

13.7.4.1 Boards Approval of Entry into the Business Combination Agreement

Diebold's board of directors has approved Diebold's entry into the Business Combination Agreement and its performance of its obligations thereunder, and Wincor Nixdorf's management board (*Vorstand*) and supervisory board (*Aufsichtsrat*) have approved Wincor Nixdorf's entry into the Business Combination Agreement and its performance of its obligations thereunder.

13.7.4.2 Wincor Nixdorf's Support and Recommendation of the Exchange Offer

Wincor Nixdorf's management board and supervisory board have, based on the information available to them on the date of the Business Combination Agreement, taken the view that the Business Combination is in the best interest of Wincor Nixdorf, its stockholders, employees and other stakeholders.

Without undue delay and within five business days following the commencement of the Exchange Offer, the management board and the supervisory board of Wincor Nixdorf will, separately or jointly, publish a reasoned statement pursuant to Section 27(3) and Section 14(3) of the German Takeover Act. In their reasoned statement, the management board and the supervisory board of Wincor Nixdorf will confirm, in their opinion and subject to their review of the final exchange offer document, (i) that the Offer Consideration is fair and adequate, (ii) their support for the Exchange Offer, (iii) their recommendation to the holders of Wincor Nixdorf shares to tender their Wincor Nixdorf shares in the Exchange Offer, and (iv) that members of the management board will either tender their Wincor Nixdorf shares into the Exchange Offer or sell their Wincor Nixdorf shares in compliance with applicable laws via or outside the exchange, at a price and at a time that is, at their sole discretion, reasonably satisfactory to them. Wincor Nixdorf will provide Diebold and Diebold's advisors the opportunity to review and comment on each reasoned statement or response statement under Rule 14e-2 of the Exchange Act, including all additions and modifications thereto, prior to publication. Although the content of any such reasoned statement or response statement (including any subsequent amendment, supplement or modification thereof) is subject to the ultimate decision of Wincor Nixdorf, such reasoned statement or response statement must materially comply with the terms and conditions of the Business Combination Agreement.

In addition, until the earlier of the termination of the Business Combination Agreement and the consummation of the Exchange Offer (including the expiration of the Put Right Period pursuant to Section 39c of the German Takeover Act, if applicable), Wincor Nixdorf has agreed to support the Exchange Offer and the Business Combination in any and all publications and communications that relate to the Business Combination, including in:

the response statement under Rule 14e-2 of the Exchange Act, which Wincor Nixdorf shall publish no later than five business days following the publication of the offer document; and

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all public statements, press conferences, interviews, (joint) roadshows, investor conferences and other opportunities to support the Exchange Offer, if and to the extent that these relate to the Business Combination.

The management board and supervisory board of Wincor Nixdorf have agreed not to withdraw or amend the reasoned statement adversely to Diebold, decide against giving the reasoned statement, or otherwise breach their obligation to give the reasoned statement. After publishing a reasoned statement, the management board and supervisory board of Wincor Nixdorf have also agreed not to act in a manner that is contrary to the reasoned statement and could adversely affect the successful consummation of the Exchange Offer (other than as permitted in the Business Combination Agreement). Furthermore, the management board and supervisory board of Wincor Nixdorf will not recommend a Competing Offer, or recommend that the holders of Wincor Nixdorf take or consider taking any action that could prevent, delay or otherwise adversely affect the implementation of the Exchange Offer.

13.7.5 Conditions to Recommendations of Wincor Nixdorf

The Wincor Nixdorf management board's and supervisory board's obligations to support and recommend the Exchange Offer in each of their reasoned statement will be subject to the following conditions:

no Competing Offer, or intention thereof, has been announced or launched by a third party that the management board and supervisory board have determined to be a Superior Proposal, as described below (provided that Wincor Nixdorf has informed Diebold without undue delay after such determinations have been made); and

no other circumstances exist that would cause or, as confirmed in writing by an external legal counsel of recognized standing, would be likely to cause the members of the management board and/or the supervisory board of Wincor Nixdorf AG to violate their duties under applicable law, including any obligations of the members of the management board and/or the supervisory board to observe their duty of care and fiduciary duty *vis-à-vis* Wincor Nixdorf, including their obligations under Sections 27 and 33 of the German Takeover Act and under Sections 79, 93 and 116 of the German Stock Corporation Act.

13.7.6 Third-Party Acquisition Proposals

13.7.6.1 Non-Solicitation

Until the earlier of the termination of the Business Combination Agreement and the consummation of the Exchange Offer, Wincor Nixdorf will, to the extent permitted by law and corporate authorization, refrain, and use reasonable efforts to cause its subsidiaries to refrain, from initiating any measures or steps that could jeopardize the success of the Exchange Offer, including the following:

actively asking for a Competing Offer that could jeopardize the success of the Exchange Offer;

actively asking for another transaction, proposal or approach that is economically or otherwise comparable to a Competing Offer that, if implemented, could jeopardize the success of the Exchange Offer; or

unless actively approached with a proposal that is reasonably likely to result in a superior offer or another transaction that is economically or otherwise comparable to a Competing Offer, entering into any communications, discussions, negotiations, correspondence or arrangements, or making any confidential documents relating to Wincor Nixdorf or its subsidiaries or their businesses available with a view to soliciting a Competing Offer or any other transaction that, if implemented, could jeopardize the success of the Exchange Offer.

Wincor Nixdorf has agreed to inform Diebold as soon as reasonably practicable if it has been approached by a third party in relation to a situation that could reasonably be expected to end in a Competing Offer or other transactions that, if implemented, would jeopardize the success of the Exchange Offer.

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Notwithstanding the foregoing, Wincor Nixdorf's management board or supervisory board or any subsidiaries of Wincor Nixdorf will not be prevented from:

providing information duly requested or required by a regulatory authority;

engaging with a third party that submits a bona fide, unsolicited proposal that is reasonably likely to result in a superior proposal for the Wincor Nixdorf shares, provided that Wincor Nixdorf makes available to Diebold as soon as reasonably practicable any material non-public information made available to such third party that was not previously provided to Diebold;

(i) referring to adverse tax consequences for German retail investors that accept the Exchange Offer; (ii) advising German retail investors to consider that a disposal of their Wincor Nixdorf Ordinary Shares in the market or otherwise might be more beneficial than accepting the Exchange Offer, (iii) disposing of their Wincor Nixdorf Ordinary Shares outside of the Exchange Offer by selling their Wincor Nixdorf Ordinary Shares via or outside the stock exchange at a price and at a time that is, at their sole discretion, reasonably satisfactory to them, it being understood that such Wincor Nixdorf shares will not be sold to Wincor Nixdorf or any of its subsidiaries prior to the consummation of the Exchange Offer or (iv) informing investors and the press accordingly in any statements required to be made by Wincor Nixdorf's management board or supervisory board or otherwise;

acting in accordance with their fiduciary duties under German law, in particular, the duties of care and loyalty under Section 93 of the German Stock Corporation Act;

acting in accordance with the concept of managerial neutrality under Section 33 of the German Takeover Act; or

acting in accordance with the business judgment rule under Section 76 of the German Stock Corporation Act.

13.7.6.2 Definition of Competing Offer

A Competing Offer is an offer that was announced by a third party within the meaning of Section 22 of the German Takeover Act.

13.7.6.3 Definition of Superior Proposal

A superior proposal is a Competing Offer which, according to an ad hoc notification by Wincor Nixdorf pursuant to Section 15 of the German Securities Trading Act, offers an overall consideration exceeding the Offer Consideration or that is otherwise determined by the management board and supervisory board of Wincor Nixdorf AG to be in the best interest of Wincor Nixdorf.

13.7.6.4 Reasonable Best Efforts to Obtain Required Approvals

Diebold and Wincor Nixdorf have agreed to render to each other all reasonably necessary assistance and cooperation to ensure that the all antitrust approvals required to consummate the Exchange Offer are obtained as promptly as reasonably practicable. Such cooperation includes working together to ensure that any notifications and other documents required for Diebold and/or Wincor Nixdorf to apply for the antitrust clearances are completed and filed with the relevant authorities as promptly as reasonably practicable. Diebold has agreed to keep Wincor Nixdorf promptly informed of the status and progress of the processes for obtaining such clearances, and to consult with Wincor Nixdorf sufficiently in advance on the content and timing of the notifications and all written communications to such authorities before such notifications or communications are made and take account of any of Wincor Nixdorf's comments. Additionally, Diebold has agreed to furnish to Wincor Nixdorf or its legal advisors copies of the notifications and all other related correspondence in the form in which such correspondence was sent to the

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relevant authorities (excluding certain analyses and reports as specified in the Business Combination Agreement), and afford Wincor Nixdorf and its advisors reasonable opportunity to participate in all meetings and discussions with each of the relevant antitrust authorities in connection with the Business Combination to the extent permitted by the policy of the relevant authority or by law.

Pursuant to the Business Combination Agreement, the parties have agreed to establish a task force consisting of competition law experts that will jointly manage the antitrust clearances, share information, and cooperate in good faith with the objective to have all antitrust clearances obtained in a timely manner. The task force will report to the CEOs of Diebold and Wincor Nixdorf at least once every two weeks.

Diebold and Wincor Nixdorf will discuss in good faith how to address issues raised by the antitrust authorities, and Diebold will:

discuss with any antitrust authority that raised any issue with respect to the transaction to explore the possibility of addressing such issue by offering commitments to such antitrust authorities, and

offer to such antitrust authorities such commitments as would be necessary to ensure that all antitrust approvals are obtained.

Diebold is not required to propose, agree to or accept any commitments or conditions that would require Diebold to divest existing businesses, business divisions or product lines of either Wincor Nixdorf or Diebold or of the combined company that, in the aggregate would represent more than 8% of the consolidated annual revenues of the combined company (based on the most recently available quarterly report). However, Diebold is required to offer, agree to or accept any disposal or other obligations, commitments or conditions with respect to any businesses of Diebold in the United States or Germany to the extent necessary required by U.S. or German authorities.

Diebold and Wincor Nixdorf have also agreed to use their respective reasonable best efforts to make all other applicable regulatory filings and obtain all other requisite regulatory approvals and clearances as promptly as reasonably practicable.

13.7.7 Term and Termination

13.7.7.1 Term

The Business Combination Agreement has a fixed term of three years from November 23, 2015.

13.7.7.2 Termination Rights

Prior to the expiration of the term of the Business Combination Agreement or the consummation of the Exchange Offer, the Business Combination Agreement may be terminated with immediate effect by either Diebold or Wincor Nixdorf if:

the Exchange Offer lapses or is not capable of being consummated by November 21, 2016 because of a Closing Failure, provided that the terminating party is not then in material breach of the Business Combination Agreement relating to the closing condition that failed to be satisfied; or

the other party violates its material obligations under the Business Combination Agreement and the violation was not cured within five business days (except with respect to the obligation to negotiate in good faith and enter into a revised transaction or pay the termination fee or with respect to all other claims for damages resulting from any breach of any obligation under the Business Combination Agreement).

However, Wincor Nixdorf cannot exercise one of the above termination rights if it intends to terminate in order to accept a superior proposal.

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In addition, prior to the expiration of the term of the Business Combination Agreement or the consummation of the Exchange Offer, the Business Combination Agreement may be terminated with immediate effect by Wincor Nixdorf if:

after signing the Business Combination Agreement, Diebold does not promptly publish its decision to launch the Exchange Offer;

the approved exchange offer document has not been published by February 10, 2016;

the consideration offered in the Exchange Offer is lower than the amount in the Business Combination Agreement, or the Exchange Offer is subject to additional closing conditions;

Diebold's disclosure of its strategy or intentions in the approved exchange offer document is different than the intentions set forth in the Business Combination Agreement (unless such differences are due to requirements by the SEC or BaFin or do not materially adversely affect the interest of Wincor Nixdorf, its shareholders and/or other stakeholders); or

the management board and/or the supervisory board of Wincor Nixdorf AG no longer supports the Exchange Offer and they have informed Diebold that they intend to pursue a superior proposal, provided that Wincor Nixdorf has negotiated with Diebold in good faith before or after disclosing the superior proposal.

In addition, prior to the expiration of the term of the Business Combination Agreement or the consummation of the Exchange Offer, the Business Combination Agreement may be terminated with immediate effect by Diebold if:

the management board and/or the supervisory board of Wincor Nixdorf AG does not issue or withdraws its reasoned statement or amends the reasoned statement in a way that could jeopardize the success of the Exchange Offer; or

the SEC or BaFin requires a change to the Registration Statement or the exchange offer document, as applicable, and such change means that Diebold cannot publish such registration statement or the approved exchange offer document such that each of those documents is in compliance with the Business Combination Agreement, and Diebold therefore does not publish such registration statement or the approved exchange offer document in compliance with the Business Combination Agreement.

The parties agreed that the right to terminate the Business Combination Agreement for good cause remains unaffected. Good cause exists where the terminating party, taking into account all circumstances of the specific case and weighing the interests of the parties, cannot reasonably be expected to continue the contractual relationship through the remainder of the agreed fixed term, pursuant to Section 314 para. 1 sentence 1 of the German Civil Code.

Notice of any termination must be given in writing and must, except for any termination made by Wincor Nixdorf in respect of its termination right in relation to the failure to satisfy the regulatory condition, be made within ten business days after the terminating party has become aware of the factual circumstances on which a termination right is based and any good-faith negotiations have failed. In the event of the termination of the Business Combination Agreement, the Business Combination Agreement will have no further effect, except for the provisions permitting the disclosure of the Business Combination Agreement in Diebold's filings with the SEC and in the draft exchange offer document and the approved exchange offer document, and except for provisions related to termination, termination fees and notices and the miscellaneous provisions.

13.7.7.3 Termination Fees

If (i) the Exchange Offer is not consummated due to the failure to satisfy one or more of the regulatory condition, the Registration Statement Condition, or the No Market Material Adverse Change Condition, (ii) Diebold and Wincor Nixdorf were unable to agree to a revised transaction and enter into a revised

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agreement following good-faith negotiations during a period of two months in compliance with the requirements of the Business Combination Agreement, including, to the extent necessary, the consultation of a mediator and (iii) either party has terminated the Business Combination Agreement due to the lapse of the Exchange Offer, with the Exchange Offer not being or not capable of being consummated by November 21, 2016 due to the failure to satisfy a closing condition or Wincor Nixdorf has terminated the Business Combination Agreement pursuant to one of its unilateral termination rights described above (other than due to the intention of Wincor Nixdorf to pursue a superior offer), then Diebold must pay to Wincor Nixdorf without undue delay after the expiration of the two-month period for the negotiation of a revised transaction an amount equal to one of the fees below, provided, that if more than one of the closing conditions described above failed to be satisfied, the termination fee payable will correspond to the first of those failures to occur:

20 million if there was a failure of the Registration Statement Condition, unless the failure of the Registration Statement Condition arose in connection with a change required by the SEC on the recommendation of the management board and the supervisory board of Wincor Nixdorf or on the section on Wincor Nixdorf's reasons for the transaction which forms part of this Prospectus or was caused by Wincor Nixdorf, and, in the latter case, Diebold has requested in writing that Wincor Nixdorf cure the circumstances that caused the failure of the Registration Statement Condition and granted sufficient time for Wincor Nixdorf to do so; Diebold's obligation in respect of the written request and cure period is only applicable, however, if (i) Diebold was aware or should have been aware that the failure of the Registration Statement Condition was caused by Wincor Nixdorf and (ii) the prompt application of a cure measure would have resulted in the prevention of the failure of the Registration Statement Condition; or

30 million if there was a failure of the No Market Material Adverse Change Condition; or

50 million if there was a failure of the regulatory condition on or before November 21, 2016.

The payment of the termination fee as described above will not preclude any further liability of Diebold, provided, however, that Wincor Nixdorf's damages in such case must (i) exceed the amount of the termination fee paid by Diebold or (ii) be based on facts other than the failure of the regulatory condition, the Registration Statement Condition, or the No Market Material Adverse Change Condition, as the case may be.

In case an objective third party would have to conclude that one of the regulatory condition, the Registration Statement Condition or the No Market Material Adverse Change Condition will fail to be satisfied, Diebold and Wincor Nixdorf have agreed that the obligation to pay the termination fee may not be circumvented by Diebold's decision not to publish the approved exchange offer document as provided for under the Business Combination Agreement or otherwise. Diebold and Wincor Nixdorf also agree that Diebold may not deviate from the terms of the Business Combination Agreement to circumvent its obligation to pay the termination fee.

Diebold and Wincor Nixdorf agreed that the payment of the termination fee will not affect any claims of Wincor Nixdorf against Diebold for performance of its obligations under the Business Combination Agreement or for any further damages.

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13.7.8 Conduct of the Business Pending the Business Combination

Under the terms of the Business Combination Agreement, Diebold and Wincor Nixdorf have agreed that, until the earlier of the termination of the Business Combination Agreement and the consummation of the Exchange Offer, Wincor Nixdorf AG will, to the extent permitted by law and subject to relevant fiduciary duties and the terms of the Business Combination Agreement, and will use its best efforts to ensure that its subsidiaries will, conduct their businesses in the ordinary course consistent with past practice in all material respects, including continuing Wincor Nixdorf's announced restructuring program entitled Delta Program. In addition, Wincor Nixdorf has agreed that during such period it and its subsidiaries will refrain from taking actions without the prior consent of Diebold relating to:

entering into major joint ventures, partnerships or other forms of co-operations with third parties, if such transactions could adversely affect the consummation of the Exchange Offer;

purchasing, selling, acquiring, transferring or encumbering material assets of Wincor Nixdorf or its subsidiaries, directly or indirectly, whether by way of merger, consolidation, acquisition or otherwise; or

disposing of such assets in another manner;
provided that Wincor Nixdorf and its subsidiaries are not prevented from:

pursuing a project which Wincor Nixdorf has initiated prior to the announcement of the Exchange Offer;

making an investment or divestiture with a value of less than 50.0 million in each individual case unless the aggregate amount of such investments or divestiture exceeds 200.0 million;

taking any measures regarding the Wincor Nixdorf option plan including the issuance of any additional option rights or shares thereunder, cash settlement of the Wincor Nixdorf option plan or any other amendment or supplement thereto;

extending the appointments and service agreements of the members of the management board of Wincor Nixdorf AG;

granting employees, officers and/or members of the management board retention bonuses or other incentives to continue their service with Wincor Nixdorf AG or its subsidiaries, or granting bonuses for additional work relating to the Exchange Offer and Business Combination; and/or

in accordance with law, transferring any of Wincor Nixdorf AG's subsidiaries to Wincor Nixdorf AG or to another of its subsidiaries, implementing any intra-group mergers of any of Wincor Nixdorf AG's subsidiaries within the Wincor Nixdorf group, entering into or terminating or cancelling any enterprise

agreements within the meaning of Section 291 of the German Stock Corporation Act within Wincor Nixdorf and/or implementing any other corporate reorganization measures within Wincor Nixdorf. Further, Wincor Nixdorf will ensure that any exercisable option rights under its stock option plan are settled by cash payments between the signing of the Business Combination Agreement and the later of (i) the expiration of the Additional Acceptance Period and (ii) the expiration of the Put Right Period, if any.

Each of Diebold and Wincor Nixdorf has agreed to continue paying dividends not exceeding its past practice until the consummation of the Exchange Offer. Diebold has also agreed that prior to the consummation of the Exchange Offer, it and its subsidiaries will refrain from initiating:

split, reverse split, combination or reclassification of Diebold Common Shares or any other outstanding equity securities;

amendments to its organization documents to the extent such amendments would reasonably be expected to adversely affect the holders of Wincor Nixdorf Ordinary Shares; or

any action that would jeopardize the success of the Exchange Offer.

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Diebold and Wincor Nixdorf have agreed that Wincor Nixdorf AG and its subsidiaries will use commercially reasonable efforts to refrain from increasing Wincor Nixdorf's borrowings by more than an aggregate total of 300.0 million.

Except with respect to a Competing Offer, superior proposal and/or comparable transactions, which are subject to specific notification requirements described above, or information that constitutes insider information (which, if it relates to a closing condition, will be shared with the third party neutral expert as provided in the Business Combination Agreement), Diebold and Wincor Nixdorf will notify each other without undue delay if any circumstance occurs which will, or could reasonably be expected to, result in a Closing Failure, the noncompliance with that party's obligations under the Business Combination Agreement or an otherwise materially adverse effect on the consummation of the Business Combination.

13.7.9 Financing Cooperation of Wincor Nixdorf; Refinancing of Wincor Nixdorf

To the extent permitted by law, Wincor Nixdorf and its subsidiaries will use reasonable efforts to provide the necessary cooperation to any actual or prospective person providing underwriting or arranging the certain funds financing or any other financing or refinancing of, or in connection with, the Business Combination, as may be reasonably requested by Diebold. Upon proper notification, Diebold will assume reasonable out-of-pocket costs and other expenses that Wincor Nixdorf and its subsidiaries incur in the course of providing such cooperation (subject to certain exceptions specified in the Business Combination Agreement).

Diebold and Wincor Nixdorf committed in the Business Combination Agreement to discuss Wincor Nixdorf's (re-)financing strategy in good faith and in a collaborative way. Wincor Nixdorf will give Diebold reasonable access to all lenders of debt sources that become due as a consequence of or in connection with the closing of the Exchange Offer. In the Business Combination Agreement, Diebold has committed to grant a shareholder loan to Wincor Nixdorf upon closing at market terms to cover any (re-)financing needs of the target arising out of the closing of the Exchange Offer in an amount of up to 500.0 million. Diebold has secured a portion of 175.0 of that shareholder loan through binding financing agreements with banks.

13.7.10 Corporate Measures Under German Law

The terms and conditions of the Business Combination Agreement do not prevent either Diebold or Wincor Nixdorf from seeking to enter into and/or to adopt resolutions in favor of any of the following:

any enterprise agreement pursuant to Section 291 of the German Stock Corporation Act;

a merger, change of the corporate form or cash-out merger under the German Transformation Act;

a squeeze-out under the German Stock Corporation Act or the German Takeover Act; or

an integration under the German Stock Corporation Act in relation to Diebold and/or Wincor Nixdorf.

Following any merger involving Diebold and Wincor Nixdorf, rights and obligations of Wincor Nixdorf under the Business Combination Agreement will apply, mutatis mutandis, to the merged company.

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13.7.11 Governance and Management of the Combined Diebold and Wincor Nixdorf

13.7.11.1 Composition of Boards

The Business Combination Agreement provides that, subject to the organizational and governance rules under applicable laws and any applicable fiduciary duties, Diebold and Wincor Nixdorf will use their respective best efforts to staff the respective boards of Diebold and Wincor Nixdorf as promptly as reasonably practicable after the closing as follows:

Supervisory board of Wincor Nixdorf AG. Three current members of the supervisory board will resign from their positions and be replaced by three representatives of Diebold (one representative will be female to ensure compliance with German laws on gender quota in supervisory boards). The total number of members of the supervisory board (twelve members, with six members representing the shareholders and six members representing the employees) will remain unchanged;

Management board of Wincor Nixdorf AG. The current members of the management board will continue to manage Wincor Nixdorf, although Diebold can, upon reasonable request, obtain adequate representation on the management board. Each member of the management board will discuss with the supervisory board his or her new service agreement to ensure the agreement's compliance with Diebold's human resource practices; and

Board of Directors of Diebold, Inc. Diebold, Inc.'s board of directors will be expanded to an overall number of thirteen board members, and Wincor Nixdorf AG's chief executive officer as of the date of the Business Combination Agreement, Mr. Eckard Heidloff, as well as Dr. Alexander Dibelius, the chairman of the Wincor Nixdorf AG supervisory board, and Dr. Dieter Düsedau, a member of the Wincor Nixdorf AG supervisory board, will be elected to the board of directors of Diebold, Inc. Thereafter, Diebold will nominate and recommend Mr. Heidloff, Dr. Dibelius and Dr. Düsedau for election by the shareholders of Diebold, Inc. to the board of directors of Diebold, Inc., and will continue to nominate and recommend these candidates for the Diebold, Inc. board of directors so long as Mr. Heidloff remains employed as a member of the management board of Wincor Nixdorf AG and as president of Diebold, Inc. Following the termination of his employment as a member of the management board of Wincor Nixdorf AG and as president of Diebold, Inc., Mr. Heidloff will resign from Diebold, Inc.'s board of directors, and Diebold's obligation in respect of nomination and recommendation will continue with respect to Dr. Dibelius and Dr. Düsedau only. In accordance with Rule 438 of the Securities Act, each of Mr. Heidloff, Dr. Dibelius and Dr. Düsedau have provided Diebold with an executed consent to being named in the Registration Statement (including any amendments, prospectuses or prospectus supplements thereto), as a person anticipated to become a director of Diebold, Inc. and to the filing of such consent as an exhibit thereto.

13.7.11.2 Senior Management and Management System

Upon the appointment of Mr. Heidloff to Diebold's board of directors, Diebold will also appoint Mr. Heidloff as president of Diebold.

Diebold and Wincor Nixdorf have agreed upon a governance and management system for the combined Diebold and Wincor Nixdorf as follows, to be implemented after the consummation of the Exchange Offer as promptly as practicable:

Executive committee. The primary executive management body regarding the leadership and the direction of the operations and the organization in the combined Diebold and Wincor Nixdorf will be an executive committee consisting of eight members. The executive committee will be organized in accordance with the management principles customary for a publicly-listed company in the United States, and will include the roles of (i) chief executive officer of Diebold, (ii) president of Diebold, (iii) chief financial officer of Diebold, (iv) chief integration officer and senior vice president of retail, (v) head of the systems business line, (vi) head of the software business line, (vii) head of the

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services business line and (viii) chief legal officer / general counsel of Diebold. The executive committee appointments will be balanced to reflect the joint management approach of Diebold and Wincor Nixdorf;

Core leadership team. The combined Diebold and Wincor Nixdorf will have a core leadership group of approximately 25 members, which encompasses the broader group of company leaders, including all members of the executive committee, the head of the security business line, regional leaders, leader of the retail customer segment, and core corporate function leaders. The executive committee appointments will be based on performance, but, where appropriate, Diebold and Wincor Nixdorf agree that a balanced approach is preferable; and

Leadership team. The combined Diebold and Wincor Nixdorf will have a leadership team of approximately 200 members, consisting of all employees at the vice president level and above. The leadership team will meet in person once a year.

13.7.12 Other Post-Completion Matters

13.7.12.1 Preparation for Integration; Compliance

In order to ensure an effective and efficient integration process following the closing, Diebold and Wincor Nixdorf will cooperate to ensure a successful integration of the businesses of the companies, subject to applicable laws. Pursuant to the Business Combination Agreement, the parties will establish an integration committee consisting of four members (two members nominated by each of Diebold and Wincor Nixdorf), whom may be replaced by Diebold or Wincor Nixdorf, respectively, with other members of the core leadership team of the combined company, as described above. The parties have agreed to nominate an integration management office which will assist the integration committee in managing the integration process, which will be chaired by the chief integration officer and will report to the integration committee. Upon closing, to the extent legally permissible and practical, the integration committee will oversee the integration management office, implement and measure the state of the integration and ensure cooperation, oversee all defined (part) pilot, designate senior management positions of the combined company, and oversee the implementation of the employment matters.

The parties will work together to develop an integration plan which outlines all relevant objectives for the integration of the businesses and further develops the post-closing business strategy (**Integration Master Plan**).

In addition, the parties have agreed, to the extent legally permissible, to (i) commit to align their respective compliance programs and systems on a best practice basis, with reference to laws and practices in the United States, Germany, other relevant jurisdictions, and the terms of Diebold's agreements with the United States government, to be effective after the consummation of the Exchange Offer, (ii) enter into good faith negotiations with the objective to reach an agreement outlining the specific features of a best practices compliance program for the combined Diebold and Wincor Nixdorf, including certain features to be adopted at both Diebold and Wincor Nixdorf and (iii) commit to conducting a risk-based analysis led by experts under relevant laws at both Diebold and Wincor Nixdorf, with the goal of identifying changes to be made in order to implement the combined company's compliance program after the consummation of the Exchange Offer, and with the changes made prior to the consummation of the Exchange Offer to be shared contemporaneously between Diebold and Wincor Nixdorf.

13.7.12.2 Name and Brand of the Combined Company

Subject to obtaining the required consents, the name of the enterprise operated by the combined Diebold and Wincor Nixdorf will be Diebold Nixdorf, which name change will be reflected in Diebold, Inc.'s and Wincor Nixdorf AG's articles of incorporation as soon as reasonably practicable after the consummation of the Exchange Offer. If required consent cannot be obtained, the parties will negotiate in good faith to agree

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to a substitute name that reflects the names of both parties in a balanced way. The corporate colors of the combined Diebold and Wincor Nixdorf will include blue as used by Diebold and red as used by Wincor Nixdorf, and the logo design of the combined Diebold and Wincor Nixdorf will incorporate the principle of Wincor Nixdorf's logo design with blue characters and a red stripe.

13.7.12.3 Dual Headquarters; Reporting

The business of the combined Diebold and Wincor Nixdorf will be operated from headquarters located in Canton, Ohio and Paderborn, Germany, with Canton, Ohio being the location of the registered offices. There will be no change to the location of Wincor Nixdorf's corporate headquarters in Paderborn or to Wincor Nixdorf's German material subsidiaries, and any changes to the business locations agreed between Wincor Nixdorf and Diebold will be subject to arm's-length standards and be reviewed for tax efficiency. The combined Diebold and Wincor Nixdorf will have internal steering and reporting lines customary for a publicly-listed company in the United States.

13.7.12.4 Global Responsibilities; Structure of the Business Operations

The business of the combined Diebold and Wincor Nixdorf will be conducted along the dimensions of (i) lines of business, which will include hardware, software and services and (ii) geographical regions, consisting of North America, Latin America, Asia, Pacifica and Japan, and Germany, the rest of Europe, the Middle East and Africa, and (iii) customer segments, currently consisting of a retail and a banking segment. Lines of business will be the combined company's primary management dimension with profit and loss responsibility, and geographical regions will be the combined company's secondary management dimension. Lines of business will be organized as follows:

the services line of business will be centered in the Canton, Ohio headquarters under the leadership of Mr. Olaf Heyden;

the systems line of business will be centered in the Paderborn headquarters under the leadership of Dr. Ulrich Näher; and

the software line of business will be centered in the Paderborn headquarters and Utrecht (with a sub-location in London, Ontario) under the leadership of Mr. Alan Kerr.

The management teams below the leadership for each line of business will be staffed such that both Diebold and Wincor Nixdorf are represented in a fair way, with performance considered over origin company in terms of staffing.

The regional leaders will be matrixed with the lines of business dimension. The combined Diebold and Wincor Nixdorf intends to use a global account program for selected customers to better address large-scale customers with global needs. The lines of business will be coordinated and the global responsibilities and structure of the business operations will be implemented in a tax efficient manner according to steps that will be set forth in the integration master plan.

13.7.12.5 Employee Matters

The Business Combination Agreement provides that following the completion of the Business Combination, all employees of the combined Diebold and Wincor Nixdorf will be treated fairly in connection with the integration process. Diebold will not cause Wincor Nixdorf to take actions that would lead to a change of the existing level and status of co-determination in the Wincor Nixdorf supervisory board. The businesses and operations of Wincor Nixdorf as of November 23, 2015 will substantially be maintained at least until September 30, 2018, subject to Wincor Nixdorf's current restructuring program, and any reduction of Wincor Nixdorf's workforce in Germany will not materially exceed the extent contemplated under the Delta Program. Furthermore, Diebold agrees to respect all labor-related provisions in Germany, including existing shop agreements and collective bargaining agreements.

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13.7.12.6 Indemnification of Wincor Nixdorf

Wincor Nixdorf and its directors, employees and advisors will not be liable to Diebold for the correctness and completeness of disclosure or information provided by them in connection with the preparation of the Registration Statement and prospectus or the offer document, except for willful misconduct by Wincor Nixdorf or its subsidiaries. Diebold and Wincor Nixdorf have agreed that Diebold will indemnify and hold harmless Wincor Nixdorf, its subsidiaries, and their respective directors, officers and employees, from any and all damages incurred in connection with (i) any acts or omissions at or prior to the completion of the Business Combination relating to the fulfilment of their obligations in connection with the completion of the Business Combination, (ii) following the completion of the Business Combination, any acts or omissions relating to the fulfilment of their obligations in connection with the integration of the companies, and (iii) with respect to Mr. Heidloff, Dr. Dibelius and Dr. Düsedau, for acts or omissions relating to being named as such directors. Diebold has also agreed, prior to the declaration of effectiveness of the registration statement, to name Mr. Heidloff, Dr. Dibelius and Dr. Düsedau as insured persons under Diebold's existing management liability insurance policy, or any similar policy, on the same basis as the current members of Diebold's board of directors, in particular, but not limited to, with regard to the registration statement.

Diebold and Wincor Nixdorf have agreed that Diebold will use its reasonable best efforts to defend Wincor Nixdorf or any other member of the Wincor Nixdorf Group, their directors, officers or employees against any third-party claims relating to the completion of the Business Combination or the integration of the companies. Notwithstanding the foregoing, Diebold is not obligated to indemnify Wincor Nixdorf or any other member of the Wincor Nixdorf Group, their directors, officers or employees for its willful misconduct or, if such director, officer or employee serves as a member of the board of directors of Diebold, for acts or omissions in violation of fiduciary duty as a director of Diebold.

Unless otherwise specified in the Business Combination Agreement, however, Diebold and Wincor Nixdorf remain liable for breach of the Business Combination Agreement.

13.7.12.7 Communications

Except in respect of any announcement required by (i) applicable law or regulation, (ii) a request by a court, regulatory body or other public authority or (iii) an obligation pursuant to a listing agreement with or rules of a securities exchange, each of Diebold and Wincor Nixdorf have agreed to consult with each other regarding (1) any press release or other public written statements concerning the Business Combination Agreement, the Exchange Offer or the Business Combination and (2) other public statements, such as interviews, in case such other public statements deviate from or go beyond general guidelines that Diebold and Wincor Nixdorf will develop for any public communication made after the announcement of the entry into the Business Combination Agreement, the Exchange Offer or the Business Combination, in each case (1) and (2) prior to the respective publication or public statement. Diebold and Wincor Nixdorf acknowledge that Diebold will have to regularly communicate and file information with the SEC and that all such communications and filings will be exempt from the requirements above.

13.7.12.8 No Recourse to Financing Sources

Notwithstanding any provision of the Business Combination Agreement, Wincor Nixdorf has agreed that none of the financing sources or equity holders or affiliates of the financing sources or any parties related to the financing sources is a party to the Business Combination Agreement. Therefore, the financing sources and such equity holders, affiliates or related parties will not have any liability or other obligation to Wincor Nixdorf relating to the Business Combination Agreement or the transactions contemplated by the Business Combination Agreement.

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13.7.12.9 Assignments; Fees and Expenses

Unless otherwise provided in the Business Combination Agreement, any rights under the Business Combination Agreement may only be assigned with the prior written consent of the respective other parties. Each party will bear its own fees and expenses with respect to the Business Combination as well as the entry into and the consummation of the Business Combination Agreement.

13.7.12.10 Amendments and Waivers

All amendments or waivers to the Business Combination Agreement must be made in writing, unless stricter requirements as to their form are required by applicable law.

13.7.12.11 Governing Law and Arbitration

The parties have agreed that the Business Combination Agreement will be governed by and construed in accordance with the laws of the Federal Republic of Germany. Any disputes arising from or in connection with the Business Combination Agreement and its consummation will be subject to binding settlement by three arbitrators (Diebold and Wincor Nixdorf may each nominate one of the three arbitrators) in accordance with the arbitration rules of the German Institution of Arbitration without recourse to the courts of law. Exclusive legal venue of the arbitration will be Frankfurt am Main, Germany, and the language of the arbitration proceedings will be English.

13.8 Financing of the Business Combination

We anticipate that we will need to borrow approximately \$2.05 billion of Business Combination Financing to complete the Offer. As of September 30, 2015, on a pro forma basis after giving effect to (i) the Business Combination and Offer and the related Business Combination Financing and (ii) the refinancing of certain of Diebold's and Wincor Nixdorf's outstanding indebtedness at the time of closing, the total indebtedness of the combined company would have been approximately \$2.3 billion, and we would have had undrawn commitments available for borrowings of an additional \$520.0 million under our replacement credit facilities. For a discussion of the combined company's indebtedness on a pro forma basis giving effect to the Business Combination Financing and the anticipated refinancing of existing indebtedness, see *12. Notes to Unaudited Pro Forma Condensed Combined Financial Information*.

For a more complete description of indebtedness incurred by Diebold to acquire the Wincor Nixdorf Ordinary Shares see the section of this Prospectus titled *16.4 Financing of the Business Combination*.

13.9 Potential Post-Completion Reorganization; Squeeze-Out Transactions

Following consummation of the Offer, Diebold intends to pursue a Post-Completion Reorganization to effect a Business Combination of Wincor Nixdorf and Diebold and to acquire any outstanding Wincor Nixdorf Ordinary Shares not tendered in the Offer. A Post-Completion Reorganization could eliminate any minority shareholder interest in Wincor Nixdorf remaining after the Offer or allow Diebold to control Wincor Nixdorf to the greatest extent permissible. Post-Completion Reorganization transactions include:

- (1) a domination agreement and/or a profit and loss transfer agreement, in which case remaining Wincor Nixdorf shareholders will be offered to elect either (i) to continue to hold their Wincor Nixdorf Ordinary Shares and receive an adequate fixed or variable annual guaranteed dividend or annual share of profit in the amount of the guaranteed dividend pursuant to Section 304 of the German Stock Corporation Act, or (ii) to receive an adequate cash compensation in exchange for their Wincor Nixdorf Ordinary Shares pursuant to Section 305(2) of the German Stock Corporation Act; and/or

- (2) a squeeze-out transaction with respect to Wincor Nixdorf Ordinary Shares that Diebold does not already own following the consummation of the Offer, pursuant to (a) a cash merger squeeze-out

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under Section 62(5) of the German Transformation Act, (b) a corporate squeeze-out under Sections 327a *et seq.* of the German Stock Corporation Act, or (c) a takeover squeeze-out under Sections 39a *et seq.* of the German Takeover Act. In such a squeeze-out transaction, ordinary shares of remaining Wincor Nixdorf shareholders would be automatically converted into the right to receive compensation in the case of (i) a cash merger squeeze-out or a corporate squeeze-out, compensation in cash, and (ii) a takeover squeeze-out, the Offer Consideration or, at the shareholder's election, all-cash compensation.

In case (1), when determining the adequate fixed or variable annual guaranteed dividend or annual share of profit for shareholders who elect to continue to hold Wincor Nixdorf Ordinary Shares, Diebold will take into account Wincor Nixdorf's past and current results of operations pursuant to the German Commercial Code (*Handelsgesetzbuch*) and the German Stock Corporation Act and Wincor Nixdorf's future earnings prospects. When determining the adequate cash compensation for Wincor Nixdorf shareholders who elect to receive such compensation in exchange for their Wincor Nixdorf Ordinary Shares, Diebold will use Wincor Nixdorf's discounted earnings or, if appropriate, discounted cash flow, to value the minority shareholders' shares. In general, the amount of such adequate cash compensation may not be less than the weighted average market price of Wincor Nixdorf's ordinary shares for the three-month period prior to the announcement of Diebold's intention to enter into the domination and/or profit and loss transfer agreement.

In case (2), Diebold will determine the amount of consideration or compensation using Wincor Nixdorf's discounted earnings or, if appropriate, discounted cash flow, to value the minority shareholders' shares and, in general, the amount may not be less than the weighted average market price of Wincor Nixdorf's ordinary shares for the three-month period prior to the announcement of Diebold's intention to initiate a squeeze-out transaction.

In each of cases (1) and (2), an appraisal proceeding may, subject to applicable law, be available to Wincor Nixdorf shareholders under the German Appraisal Proceedings Act (*Spruchverfahrensgesetz*), except that appraisal rights would not be available in connection with a takeover squeeze-out pursuant to Sections 39a *et seq.* of the German Takeover Act.

Whether Diebold pursues a Post-Completion Reorganization transaction following consummation of the Offer and the type of such transaction will depend in particular on the percentage of Wincor Nixdorf Ordinary Shares acquired in the Offer and, to the extent legally permissible, in the open market:

if Diebold, Inc. (through Diebold KGaA) holds at least 75 percent of Wincor Nixdorf's outstanding ordinary shares, which it will if the Minimum Tender Condition is satisfied, but less than 90 percent of Wincor Nixdorf's issued share capital (when determining the relevant share capital, treasury shares will not be taken into account), Diebold or Diebold KGaA intends to enter into a domination agreement and/or a profit and loss transfer agreement with Wincor Nixdorf;

if Diebold, Inc. (through Diebold KGaA) holds at least 90 percent of Wincor Nixdorf's issued share capital (when determining the relevant share capital, treasury shares will not be taken into account) but, directly or indirectly, less than 95 percent Diebold KGaA will conduct a cash merger squeeze-out under Section 62(5) of the German Transformation Act; and

if Diebold, Inc. (through Diebold KGaA) holds directly or indirectly at least 95 percent of Wincor Nixdorf's issued share capital or Wincor Nixdorf's voting share capital (when determining the relevant share capital, treasury shares will not be taken into account) it intends to pursue initiating either a corporate squeeze-out

under Sections 327a et seq. of the German Stock Corporation Act or a takeover squeeze-out under Sections 39a et seq. of the German Takeover Act. Whether Diebold pursues initiating a corporate squeeze-out or a takeover squeeze-out will depend on the circumstances at the time the 95 percent threshold is met. Since in a takeover squeeze-out (unlike in a corporate squeeze-out) Diebold in the present case can also offer Diebold common shares to the minority shareholders as compensation for their Wincor Nixdorf Ordinary Shares, the decision to pursue either a corporate squeeze-out or a takeover squeeze-out depends, among other things, on the price of Diebold Common Shares at the time Diebold conducts the squeeze-out.

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If, following the Offer, Diebold (through Diebold KGaA) holds less than 90 percent of Wincor Nixdorf's issued share capital (when determining the relevant share capital, treasury shares will not be taken into account), Diebold may not commence a squeeze-out transaction, but may purchase additional Wincor Nixdorf Ordinary Shares in the open market in order to reach the relevant threshold to consummate a squeeze-out transaction.

Diebold intends to pursue such potential Post-Completion Reorganization transactions following the consummation of the Offer and, if Diebold pursues such transactions, shareholders located or resident in the United States will be permitted to participate in such transactions and will be treated equally with Wincor Nixdorf shareholders who are located outside of the United States.

If there is a domination agreement and/or a profit and loss transfer agreement and Diebold does not buy out the remaining Wincor Nixdorf shareholders by way of a squeeze-out and the remaining minority Wincor Nixdorf shareholders decide against receiving adequate cash compensation in exchange for their Wincor Nixdorf Ordinary Shares pursuant to Section 305(2) of the German Stock Corporation Act, the domination agreement and/or a profit and loss transfer agreement will provide that remaining minority Wincor Nixdorf shareholders will receive an adequate fixed or variable annual guaranteed dividend or annual share of profit in the amount of the guaranteed dividend as determined in the domination agreement and/or a profit and loss transfer agreement. Diebold will determine the amount of such consideration or compensation as described below under *13.9.1 Domination and/or Profit and Loss Transfer Agreement*.

A more detailed discussion of the transactions we may consummate in connection with a potential Post-Completion Reorganization, including the form and amount of the compensation to be received by Wincor Nixdorf shareholders, is provided below.

13.9.1 Domination and/or Profit and Loss Transfer Agreement

Following the Offer, and depending on the percentage of Wincor Nixdorf Ordinary Shares acquired in the Offer and, to the extent legally permissible, in the open market, Diebold (directly or indirectly through any of its subsidiaries) and Wincor Nixdorf may enter into a domination agreement (*Beherrschungsvertrag*) and/or a profit and loss transfer agreement (*Gewinnabführungsvertrag*). Under a domination agreement, Diebold would be able to give legally binding instructions to the management board of Wincor Nixdorf AG. In the case of a profit and loss transfer agreement, Wincor Nixdorf would be required to transfer its annual profits and losses to Diebold. Both, a domination agreement and a profit and loss transfer agreement are agreements between affiliated business entities under the German Stock Corporation Act (*Aktiengesetz*). Each must be approved at a meeting of shareholders of Wincor Nixdorf AG by a majority of at least 75 percent of the votes cast and/or share capital represented at that meeting.

In each case of a domination agreement and/or a profit and loss transfer agreement, remaining Wincor Nixdorf shareholders will be offered to elect either (i) to continue to hold their Wincor Nixdorf Ordinary Shares and receive an adequate fixed or variable annual guaranteed dividend or annual share of profit in the amount of the guaranteed dividend pursuant to Section 304 of the German Stock Corporation Act, or (ii) receive adequate cash compensation in exchange for their Wincor Nixdorf Ordinary Shares pursuant to Section 305(2) of the German Stock Corporation Act.

The annual guaranteed dividend may be fixed or variable and must be determined and paid to the remaining minority Wincor Nixdorf shareholders based on the amount that is likely to be distributed as the average dividend per share, given Wincor Nixdorf's past and current results of operations determined pursuant to the German Commercial Code (*Handelsgesetzbuch*) and the German Stock Corporation Act and its future earnings prospects. The fixed or variable annual guaranteed dividend or annual share of profit may be lower than the dividend payments remaining Wincor

Nixdorf shareholders would be able to receive, if a profit and loss transfer agreement had not been concluded. When determining the adequate cash compensation for Wincor Nixdorf shareholders who elect to receive such compensation in exchange for their Wincor Nixdorf Ordinary Shares, Diebold will use Wincor Nixdorf's discounted earnings or, if

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appropriate, discounted cash flow, to value the minority shareholders' shares. In general, the amount of such adequate cash compensation may not be less than the weighted average market price of Wincor Nixdorf's ordinary shares for the three-month period prior to the announcement of Diebold's intention to enter into the domination and/or profit and loss transfer agreement.

The cash compensation pursuant to Section 305(2) of the German Stock Corporation Act, as well as the amount of a fixed or variable guaranteed dividend or annual share of profit in the amount of the guaranteed dividend are determined in the domination agreement and/or a profit and loss transfer agreement. This agreement is subject to approval at a meeting of Wincor Nixdorf shareholders by a majority of at least 75 percent of the voter cast and/or share capital represented at that meeting. The compensation determined pursuant to Sections 304 and 305(2) of the German Stock Corporation Act must be adequate and is subject to review in an appraisal proceeding (see *13.9.3 Appraisal Rights* below). The Offer Consideration may or may not be considered when determining the dividend or annual share profit paid pursuant to a domination agreement and/or a profit and loss transfer agreement.

13.9.2 Squeeze-Out Transactions

Following the Offer, and depending on the percentage of Wincor Nixdorf Ordinary Shares acquired in the Offer and, to the extent legally permissible, in the open market, Diebold may consider, as the principal shareholder (*Hauptaktionär*) of Wincor Nixdorf, initiating (directly or indirectly) a mandatory buy-out of Wincor Nixdorf Ordinary Shares that Diebold does not already own. Under German law, three categories of squeeze-out transactions are available, subject to applicable law, to a principal shareholder:

the cash merger squeeze-out pursuant to Section 62(5) of the German Transformation Act;

the corporate squeeze-out pursuant to Sections 327a *et seq.* of the German Stock Corporation Act; and

the takeover squeeze-out pursuant to Sections 39a *et seq.* of the German Takeover Act.

13.9.2.1 Cash Merger Squeeze-Out

Pursuant to Section 62(5) of the German Transformation Act, within a three-month period following the date the acquired corporation and the acquirer enter into a merger agreement (*Verschmelzungsvertrag*), the meeting of shareholders of the acquired corporation may resolve, if the acquirer is a German stock corporation (*Aktiengesellschaft*) or a German partnership limited by shares (*Kommanditgesellschaft auf Aktien*) and owns at least 90 percent of the acquired corporation's issued share capital (when determining the relevant share capital, treasury shares will not be taken into account), to transfer ownership of the shares held by the minority shareholders to the acquirer in exchange for an adequate compensation in cash, determined by the principal shareholder. The squeeze-out resolution requires a majority of the votes cast in the meeting of shareholders, and the acquirer may participate in the vote.

Consequently, Diebold will be able to effect a cash merger squeeze-out only if it holds at least 90 percent of Wincor Nixdorf's issued share capital (when determining the relevant share capital, treasury shares will not be taken into account) through Diebold KGaA. Sections 327a *et seq.* of the German Stock Corporation Act apply with respect to the

entitlement to compensation and the procedure of the squeeze-out transaction (see 13.9.2.2 *Corporate Squeeze-Out* below).

The cash merger squeeze-out becomes effective, and ownership of all shares held by minority shareholders will be transferred to the acquirer by operation of law, at the time of the registration of the merger with the commercial register (*Handelsregistereintragung*). Upon effectiveness, the global share certificate deposited with Clearstream Banking Aktiengesellschaft, Germany, to the extent it represents the co-ownership interest of the former minority shareholders, will no longer represent such co-ownership interest but, from that time (and exclusively), the claim of the former minority shareholders for payment of an adequate cash compensation. Accordingly, Wincor Nixdorf shareholders who did not tender their Wincor Nixdorf Ordinary Shares in the Offer would, in the event of a cash merger squeeze-out, not become shareholders of Diebold.

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Wincor Nixdorf shareholders who did not tender their Wincor Nixdorf Ordinary Shares in the Offer may, subject to applicable law, have appraisal rights following effectiveness of the cash merger squeeze-out. For a more detailed discussion, see *13.9.3 Appraisal Rights* below. In addition, each Wincor Nixdorf shareholder who was present at the meeting of shareholders that passed the squeeze-out resolution and who did object to the squeeze-out resolution at the meeting (*Widerspruch zur Niederschrift*) may initiate an action for voidance (*Anfechtungsklage*) under the requirements of Sections 243 *et seq.* of the German Stock Corporation Act. In an action for voidance, the plaintiff may ask a court within a one-month period following the date of the squeeze-out resolution to enjoin that resolution due to a violation of law or Wincor Nixdorf AG's articles of association; however, an action for voidance may not be based on the alleged inadequacy of the squeeze-out compensation.

13.9.2.2 Corporate Squeeze-Out

Pursuant to Sections 327a *et seq.* of the German Stock Corporation Act, the meeting of shareholders of a corporation may, at the request of a shareholder that owns, directly or indirectly, at least 95 percent of the issued share capital (*Grundkapital*) (**Principal Shareholder**), resolve to transfer ownership of the shares held by the remaining minority shareholders (*Minderheitsaktionäre*) to the controlling shareholder in exchange for an adequate compensation in cash (*angemessene Barabfindung*) determined by the principal shareholders. The squeeze-out resolution (*Übertragungsbeschluss*) requires a majority of the votes cast in the meeting of shareholders, and the principal shareholder may participate in the vote.

Following the registration of the squeeze-out resolution (*Übertragungsbeschluss*) with the commercial register (*Handelsregistereintragung*), the Principal Shareholder must pay the compensation to the minority shareholders against delivery of the remaining shares. Prior to the meeting of shareholders, the Principal Shareholder is required to obtain a commitment letter by a credit institution licensed to do business in the Federal Republic of Germany guaranteeing this obligation. The adequate cash compensation must take account of the stock corporation's circumstances at the time of the squeeze-out resolution and must reflect the full value of the minority shareholders' shares. It is typically determined in accordance with the discounted earnings method (*Ertragswertmethode*) or, if appropriate, may be determined in accordance with the discounted cash flow method pursuant to the Principles for the Preparation of Business Valuations under IDW Standard S 1 of the Institute of Public Auditors in Germany e.V. (*Institut der Wirtschaftsprüfer in Deutschland e.V.*). Generally, the compensation may not be less than the weighted average market price of Wincor Nixdorf's shares for the three-month period prior to the corporation's ad-hoc announcement of the principal shareholder's intention to initiate the squeeze-out transaction. The consideration paid in the Exchange Offer or, to the extent legally permissible, outside the Offer in the open market, is generally not conclusive for the determination of the adequate compensation.

The squeeze-out becomes effective, and ownership of all shares held by the minority shareholders will be transferred to the principal shareholder by operation of law, at the time of the registration of the squeeze-out resolution with the commercial register (*Handelsregistereintragung*). Upon effectiveness, the global share certificate deposited with Clearstream Banking Aktiengesellschaft, Germany, to the extent it represents the co-ownership interest of the former minority shareholders, will no longer represent such co-ownership interest but, from that time (and exclusively), the claim of the former minority shareholders for payment of an adequate cash compensation. Accordingly, Wincor Nixdorf shareholders who did not tender their Wincor Nixdorf Ordinary Shares in the Offer would, in the event of a corporate squeeze-out, not become shareholders of Diebold.

Wincor Nixdorf shareholders who did not tender their Wincor Nixdorf Ordinary Shares in the Offer may, subject to applicable law, have appraisal rights following effectiveness of the corporate squeeze-out. For a more detailed discussion, see *13.9.3 Appraisal Rights* below. In addition, each Wincor Nixdorf shareholder who was present at the

meeting of shareholders that passed the squeeze-out resolution and who did object to the squeeze-out resolution at the meeting (*Widerspruch zur Niederschrift*) may initiate an action for voidance (*Anfechtungsklage*) under the requirements of Sections 243 *et seq.* of the German

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Stock Corporation Act. In an action for voidance, the plaintiff may ask a court within one month following the date of the squeeze-out resolution to enjoin that resolution due to a violation of law or Wincor Nixdorf AG's articles of association; however, an action for voidance may not be based on the alleged inadequacy of the squeeze-out compensation.

13.9.2.3 Takeover Squeeze-Out

Pursuant to Sections 39a and 39b of the German Takeover Act, a bidder that holds (directly or indirectly) at least 95 percent of the target's voting share capital (*stimmberechtigtes Grundkapital*) following a voluntary takeover offer or mandatory offer, may, within a three-month period following the end of the additional acceptance period, file an application (*Antrag*) with the district court (*Landgericht*) of Frankfurt am Main to issue a court order to transfer ownership of the shares held by the minority shareholders who did not tender their shares in the offer to the bidder in exchange for adequate compensation. The bidder is not required to acquire at least 95 percent of the target's voting share capital in the offer but may, to the extent permissible, acquire additional shares of the target until the end of the Additional Acceptance Period outside the offer in the open market.

In a takeover squeeze-out, the nature of the compensation must correspond with the consideration offered in the offer; however, a cash-only alternative, determined by the bidder, must always be provided at the election of the minority shareholders. Accordingly, Wincor Nixdorf shareholders who did not tender their Wincor Nixdorf Ordinary Shares in the Offer and elect to receive a cash-only compensation in a takeover squeeze-out, would not become shareholders of Diebold.

The district court (*Landgericht*) of Frankfurt am Main determines the adequacy of the compensation to be received by minority shareholders in a takeover squeeze-out. If the bidder has acquired in the offer at least 90 percent of the target's issued share capital for which the offer was made, Section 39a(3) of the German Takeover Act provides that the consideration received by shareholders that tendered in the offer is deemed adequate. The transfer of ownership of the shares of the minority shareholders to the bidder becomes effective with legal effect of the court order.

Following the offer, if the bidder holds at least 95 percent of the target's voting share capital (or the offer has been accepted by the tendering Wincor Nixdorf shareholders to such extent that Diebold would acquire such 95 percent of the voting share capital of Wincor Nixdorf AG following the Closing Date) and is entitled to file an application with the district court of Frankfurt am Main to effect a takeover squeeze-out, shareholders of the target who did not tender their shares in the offer will have the right (*Andienungsrecht*) to put these shares within a three-month period following the expiration of the acceptance period and the publication that 95 percent of the target's voting share capital has been tendered pursuant to Section 39c of the German Takeover Act regardless of whether the bidder actually files such application. Shareholders who properly exercise this right are entitled to receive the same consideration received by shareholders who tendered their shares prior to the expiration of the additional acceptance period.

Appraisal rights will not be available in connection with a takeover squeeze-out pursuant to Sections 39a *et seq.* of the German Takeover Act.

13.9.3 Appraisal Rights

An appraisal proceeding may, subject to applicable law, be available to Wincor Nixdorf shareholders with respect to potential Post-Completion Reorganization transactions under the German Appraisal Proceedings Act (*Spruchverfahrensgesetz*), which Diebold intends to consummate following the Closing Date.

Under the German Appraisal Proceedings Act, a court may be asked to determine the adequacy of the consideration or compensation paid to minority shareholders in certain corporate transactions including:

In the case of a domination and/or a profit and loss transfer agreement the court may review the adequacy of the compensation offered to the minority shareholders, either (i) to continue to hold their Wincor Nixdorf Ordinary Shares and receive an adequate fixed or variable annual guaranteed

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dividend or annual share of profit in the amount of the guaranteed dividend pursuant to Section 304 of the German Stock Corporation Act, or (ii) to receive an adequate cash compensation in exchange for their Wincor Nixdorf Ordinary Shares pursuant to Section 305(2) of the German Stock Corporation Act based on the value of their shares at the time of effectiveness of such Post-Completion Reorganization transaction; and

In each case of a cash merger squeeze-out pursuant to Section 62(5) of the German Transformation Act and a corporate squeeze-out pursuant to Sections 327a et seq. of the German Stock Corporation Act, the court may review the adequacy of the compensation received by minority shareholders in the squeeze-out transaction based on the value of their shares at the time of the effectiveness of such Post-Completion Reorganization transaction.

The annual guaranteed dividend may be fixed or variable and must be determined and paid to the remaining minority Wincor Nixdorf shareholders based on the amount that is likely to be distributed as the average dividend per share, given Wincor Nixdorf's past and current results of operations determined pursuant to the German Commercial Code and the German Stock Corporation Act and its future earnings prospects.

The adequate cash compensation is based on the value of the shares determined using generally accepted valuation methods (such as, the discounted earnings method (*Ertragswertmethode*)). Generally, unless the shares lack sufficient liquidity, the compensation may not be less than the weighted average market price of Wincor Nixdorf's shares during the applicable reference period.

In all Post-Completion Reorganization transactions described above, Diebold determines the amount of consideration or compensation to be offered. Following the approval of such transaction at the shareholders' meeting of Wincor Nixdorf, each shareholder may challenge such determination pursuant to the German Appraisal Proceedings Act. The appraisal proceeding generally does not take into account the Offer Consideration when valuing the shares. Therefore, the form and amount of compensation paid for Wincor Nixdorf shares in an appraisal proceeding, if any, may be different than the Offer Consideration.

Appraisal rights will not be available in connection with a takeover squeeze-out pursuant to Sections 39a et seq. of the German Takeover Act.

Pursuant to Sections 2 and 4 of the German Appraisal Proceedings Act, a minority shareholder must file a motion to commence an appraisal proceeding with the competent district court (*Landgericht*) within the applicable time period as follows:

In each case of a domination agreement and/or a profit and loss transfer agreement, within a three-month period following the publication of the registration of that agreement with the commercial register; and

In each case of a cash merger squeeze-out pursuant to Section 62(5) of the German Transformation Act and a corporate squeeze-out pursuant to Sections 327a et seq. of the German Stock Corporation Act, within a three-month period following the publication of the registration of that squeeze-out transaction with the commercial register.

Appraisal rights will not be available in connection with a takeover squeeze-out pursuant to Sections 39a et seq. of the German Takeover Act.

The court's decision in an appraisal proceeding is binding for all remaining minority shareholders. If the court awards a higher cash compensation in the appraisal proceeding, all minority shareholders will be able, subject to applicable law, to receive the benefit of that increase even if they themselves did not file an application to initiate the appraisal proceeding.

THE FOREGOING DISCUSSION IS NOT A COMPLETE STATEMENT OF APPLICABLE GERMAN LAW AND IS QUALIFIED BY THE TERMS OF THE GERMAN STOCK CORPORATION ACT, THE GERMAN TAKEOVER ACT, THE GERMAN TRANSFORMATION ACT, AND THE GERMAN APPRAISAL PROCEEDINGS ACT. WE ENCOURAGE YOU TO SEEK THE ADVICE OF YOUR OWN GERMAN LEGAL ADVISOR IF ANY SUCH TRANSACTION SHOULD BE INITIATED AT SOME POINT IN TIME.

Table of Contents**13.10 Regulatory Approvals Related to the Business Combination**

In addition to the approvals and clearances described in the regulatory condition, the Business Combination will also be subject to review by government authorities and other regulatory agencies, including in jurisdictions outside the United States. Diebold intends to file as soon as possible thereafter all notifications that it determines are necessary under the applicable laws, rules and regulations of the respective identified authorities, agencies and jurisdictions for the Business Combination and to file all post-completion notifications that it determines are necessary as soon as possible after completion has taken place.

13.10.1 General

Except as otherwise disclosed herein, based upon an examination of publicly available filings with respect to Wincor Nixdorf and through discussions with Wincor Nixdorf management during due diligence, Diebold is not aware of any licenses or other regulatory permits which appear to be material to the business of Wincor Nixdorf and which might be adversely affected by the acquisition of Wincor Nixdorf Ordinary Shares by Diebold pursuant to the Offer or of any approval or other action by any governmental, administrative or regulatory agency or authority which would be required for the acquisition or ownership of Wincor Nixdorf Ordinary Shares by Diebold pursuant to the Offer. Should any such approval or other action be required, it is currently contemplated that such approval or action would be sought or taken. There can be no assurance that any such approval or action, if needed, would be obtained or, if obtained, that it will be obtained without substantial conditions or that adverse consequences might not result to Wincor Nixdorf's or Diebold's businesses or that certain parts of Wincor Nixdorf's or Diebold's businesses might not have to be disposed of in the event that such approvals were not obtained or such other actions were not taken, certain of which could cause Diebold to terminate the Offer without the acceptance for exchange of Wincor Nixdorf Ordinary Shares thereunder. Diebold's obligation under the Offer to accept for exchange tendered Wincor Nixdorf Ordinary Shares and issue Diebold Common Shares will be subject to certain conditions specified in the section of this Prospectus titled *13.7.3 Conditions to the Offer; Closing Failure and Revised Transaction*.

13.10.2 Antitrust Clearance

The Offer is subject to review by the U.S. Federal Trade Commission (**FTC**), and the U.S. Department of Justice (**DOJ**). Under the Hart-Scott-Rodino Antitrust Improvements Act of 1976 (**HSR Act**), the Offer may not be completed until certain information has been provided to the antitrust agencies and the applicable HSR Act waiting period has expired or been terminated. In addition, competition law filings and/or notices will be made to the competent antitrust authorities in the following jurisdictions: Austria, Poland, Portugal, Slovakia and Spain and/or the European Union, if and to the extent the European Commission has authority pursuant to Council Regulation (EC) No 139/2004 of January 20, 2004, Brazil, China, Colombia, Russia, and Turkey.

In the United States, both Diebold and Wincor Nixdorf filed Report and Notification Forms under the HSR Act. Under the HSR Act, Diebold and Wincor Nixdorf are prohibited from completing the proposed transaction until expiration of the time period specified in the statute, or the waiting period. The waiting period is currently scheduled to expire at 11:59 p.m. on February 18, 2016. The waiting period may be terminated at any time by the federal agency reviewing the proposed transaction, in this case the Antitrust Division of the DOJ. In addition, the DOJ may extend the waiting period by requesting additional information and documentary materials from Diebold by issuing what is commonly known as a second request. Under the HSR Act, a second request would extend the waiting period until after Diebold has substantially complied with the second request. Since the filing of their Notification and Report Forms, Diebold and Wincor Nixdorf have been engaging in customary discussions with the DOJ about the proposed transaction's lack of anticompetitive effects.

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Diebold is aiming to submit the notifications required to obtain the approval of the relevant antitrust authorities outside the United States in early February 2016. On February 4, 2016, Diebold filed for antitrust clearance with the competent antitrust authority in Poland and on February 5, 2016, Diebold filed for antitrust clearance with the competent antitrust authority in Turkey. On February 5, 2016, Diebold submitted a draft notification to the competent antitrust authority in Spain and on February 1, 2016, submitted draft notifications to the competent antitrust authorities in Austria and Slovakia, where it is engaging in pre-notification discussions with the authorities. Under applicable national laws, Diebold and Wincor Nixdorf are prohibited from completing the proposed transaction before having obtained the approvals of the relevant antitrust authorities or until the relevant statutory waiting periods have expired. The statutory waiting periods, which are triggered, in each case, by submitting to the relevant antitrust authority a complete notification as required by applicable national laws, are:

Austria: four weeks for the initial (phase 1) investigation and a further five months for an in-depth (phase 2) investigation;

Poland: one month for the initial (phase 1) investigation and a further four months for an in-depth (phase 2) investigation;

Portugal: 30 business days for the initial (phase 1) investigation and a further 60 business days for an in-depth (phase 2) investigation (business day, in each case, as defined under applicable national laws);

Slovakia: 25 business days for the initial (phase 1) investigation and a further 90 business days for an in-depth (phase 2) investigation (business day, in each case, as defined under applicable national laws);

Spain: one month for the initial (phase 1) investigation and a further two months for an in-depth (phase 2) investigation;

Brazil: 330 calendar days and a further 15 calendar days after the approval has been obtained;

China: 30 calendar days for the initial (phase 1) investigation, a further 90 calendar days for an in-depth (phase 2) investigation and a further 60 calendar days for a phase 3 investigation;

Colombia: 30 business days for the initial (phase 1) investigation and a further three to six months for an in-depth (phase 2) investigation (business day, in each case, as defined under applicable national laws);

Russia: 30 calendar days for the initial (phase 1) investigation and a further two months for an in-depth (phase 2) investigation; and

Turkey: 30 calendar days for the initial (phase 1) investigation and a further six months for an in-depth (phase 2) investigation.

Not all antitrust authorities adhere strictly to the relevant statutory timetables. Initiation of the statutory waiting periods can be delayed by sometimes iterative requests for information from the relevant antitrust authorities, sometimes on the basis of a draft notification, until the relevant antitrust authorities signal that the notification may be submitted formally or deem the notification to be complete. Some antitrust authorities may extend, interrupt or restart the relevant statutory waiting periods under certain circumstances as prescribed by applicable national laws or even in their discretion. The relevant antitrust authorities may or may not decide to open in-depth (phase 2) investigations.

13.11 Effect of the Business Combination on the Market for Wincor Nixdorf Ordinary Shares; Frankfurt Stock Exchange Listing

13.11.1 *Effect of the Offer on the Market for Wincor Nixdorf Ordinary Shares*

The exchange of Wincor Nixdorf Ordinary Shares by Diebold pursuant to the Offer and the Business Combination will reduce the number of Wincor Nixdorf Ordinary Shares that might otherwise trade publicly and will reduce the number of holders of Wincor Nixdorf Ordinary Shares, which could adversely affect the liquidity and market value of the remaining Wincor Nixdorf Ordinary Shares held by the public.

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The extent of the public market for Wincor Nixdorf Ordinary Shares and the availability of quotations reported in the over-the-counter market depends upon the number of shareholders holding Wincor Nixdorf Ordinary Shares, the aggregate market value of the shares remaining at such time, the interest of maintaining a market in the shares on the part of any securities firms and other factors. As of January 27, 2016, Wincor Nixdorf had issued 33,084,988 ordinary shares.

13.11.2 Frankfurt Stock Exchange Listing

The Wincor Nixdorf Ordinary Shares are listed on the Frankfurt Stock Exchange (ISIN DE000A0CAYB2) and are quoted, inter alia, on the Mid-Cap-DAX (**MDAX**) stock index. A significant reduction in free float as a result of the exchange of Wincor Nixdorf Ordinary Shares pursuant to the Offer or otherwise may result in the Wincor Nixdorf Ordinary Shares being removed from the MDAX or other stock indexes on one of the next index adjustment dates. Consequently, index funds and other institutional investors whose investments mirror indexes such as the MDAX stock index may sell or reduce their holdings of Wincor Nixdorf Ordinary Shares.

Diebold could prompt Wincor Nixdorf to remove the Wincor Nixdorf Ordinary Shares from the sub-segment of the regulated market of the Frankfurt Stock Exchange with additional post-admission obligations (Prime Standard) while maintaining their listing on the regulated market. In this case, Wincor Nixdorf shareholders would no longer benefit from the more stringent Prime Standard reporting obligations. Under German securities laws, no protection is afforded to Wincor Nixdorf shareholders should Diebold decide to pursue a segment change.

In addition, Diebold could cause Wincor Nixdorf to apply for a delisting of the Wincor Nixdorf Ordinary Shares. Following a recent change to the German Stock Exchange Act (*Börsengesetz*) such delisting would be conditional upon the publication of a formal offer document in accordance with applicable rules of the German Takeover Act, with the offer being made to all holders of the outstanding shares that would be affected by the delisting. Diebold would be required to make an all cash offer with the offer price being based on the weighted average share price during the six-month period immediately prior to the launch of the takeover offer. A delisting could render the Wincor Nixdorf Ordinary Shares effectively illiquid.

Alternatively, Diebold could cause Wincor Nixdorf to effect a downlisting of the Wincor Nixdorf Ordinary Shares. A downlisting is a process pursuant to which Wincor Nixdorf Ordinary Shares would be withdrawn from the regulated market of the Frankfurt Stock Exchange and subsequently listed on the unregistered market (*Freiverkehr*) (e.g., the entry standard) of the Frankfurt Stock Exchange (**Downlisting**). Under the rules of the Frankfurt Stock Exchange, shareholders holding shares that are registered on the entry standard do not benefit from the more rigorous reporting standards of the Prime Standard. In addition, the liquidity of the Wincor Nixdorf Ordinary Shares would be negatively affected. The recent change to the German Stock Exchange Act also applies to a Downlisting and, therefore, any Downlisting of Wincor Nixdorf Ordinary Shares would be conditioned on the publication of a formal takeover offer document as described in the immediately preceding paragraph.

If, as a result of the exchange of Wincor Nixdorf Ordinary Shares pursuant to the Offer or otherwise, the listing of the Wincor Nixdorf Ordinary Shares on the Frankfurt Stock Exchange was discontinued, it is possible that the Wincor Nixdorf Ordinary Shares would continue to trade on another securities exchange or in the over-the-counter market and that price or other quotations would be reported by such exchange or other sources. The extent of the public market therefor and the availability of such quotations would depend, however, upon such factors as the number of shareholders and/or the aggregate market value of such securities remaining at such time, the interest in maintaining a market in the Wincor Nixdorf Ordinary Shares on the part of securities firms, and other factors.

For more information on potential consequences in the event that you decide not to tender your Wincor Nixdorf Ordinary Shares, see the sections of this Prospectus titled *13.9 Potential Post-Completion Reorganization; Squeeze-Out Transactions* and *1.2 Risks Relating to the Business Combination; the Offer*.

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13.12 Accounting Treatment

The proposed Business Combination with Wincor Nixdorf will be accounted for under the acquisition method of accounting under U.S. GAAP, with Diebold being the accounting acquirer. Wincor Nixdorf's consolidated assets and liabilities will be recorded at their fair values at the Closing Date, and Wincor Nixdorf will be included with Diebold's results of operations from the Closing Date.

Table of Contents**14. MARKETS AND COMPETITION****14.1 Market Overview**

Diebold provides financial self-service systems, integrated services and software, and security systems. The combined company will pursue about a \$60 billion total addressable market worldwide which comprises two sectors: a financial institution sector and a retail sector. The revenue of the financial institution sector is approximately \$36 billion. It includes omni-channel products, such as mobile wallets, apps and tokens; and value-added services, which comprise outsourcing, cash-in-transit solutions and multi-vendor services. Moreover, the financial institution sector consists of the traditional self-service offerings, which include branch transformation, ATM hardware & operating software and break-fix services. The retail sector has a spend of approximately \$24 billion. This sector combines payment software, back-end, cash management and point-of sale solutions (source: 2015 data provided by Retail Banking Research, Bain, IHL Data and Diebold internal analysis). However, according to Diebold estimates, with changing customer demands the lines between traditional products/services business lines are blurring.

Diebold's operations are comprised of four geographic segments: North America (NA), Asia Pacific (AP), Europe, Middle East and Africa (EMEA), and Latin America (LA). The four geographic segments sell and service FSS and security systems around the globe, as well as elections, lottery and information technology solutions in Brazil other, through wholly-owned subsidiaries, majority-owned joint ventures and independent distributors in most major countries. Beginning in the first quarter of 2015, LA and Brazil operations are reported under one single reportable operating segment. Software and services contribute to approximately 56 percent of Diebold's business, based on trailing twelve months revenue for Diebold and Wincor Nixdorf through September 30, 2015.

Diebold and Wincor Nixdorf complement one another geographically. EMEA accounted for 14 percent of Diebold's total revenues in 2014 with only Latin America accounting for a smaller share (8 percent). Europe (46 percent), on the other hand, accounted for Wincor Nixdorf's largest revenue share. Similarly, all of the Americas contributed only 12 percent to Wincor Nixdorf's total net sales in 2014, while North America, on the other hand, accounted for 46 percent of Diebold's total revenues. Diebold believes that Europe and North America are also key drivers for innovation and digital transformation both in banking and retail sectors.

This expectation is underlined by the considerable dynamism and on-going technological change in the supply of cash handling software, hardware and after-sales services to the banking sector in Europe. It goes hand in hand with a reduction in the number of branches of domestic credit institutions in the European Union from 217,833 at the end of 2012 to 204,146 at the end of 2014 (source: European Central Bank, Statistical Data Warehouse, Number of branches, EU 28 (fixed composition), Domestic (home or reference area)). In addition, a complex, inter-related dynamic exists among the software, service, and hardware segments. The global ATM marketplace as well is driven by branch automation and technological advances in security and functionality leading, *e.g.*, to the adoption of smart ATMs.

Diebold's customers are typically large, sophisticated institutions which are generally price-sensitive (particularly since the financial crisis). Increasing automation of bank branches has stimulated demand for solutions to address this change and has led to a certain convergence of technology. Other notable trends include outsourcing and value-chain convergence (for example the expanding role of the cash-in-transit suppliers).

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The table below shows Diebold's revenues by segment for the three and nine months ended September 30, 2015 and 2014:

	Three Months Ended		Nine Months Ended	
	September 30,		September 30,	
	2015	2014	2015	2014
(in millions)				
Revenue summary by segment				
NA	\$ 361.4	\$ 361.5	\$ 1,092.7	\$ 1,025.0
AP	107.6	135.0	327.5	361.5
EMEA	89.5	99.8	282.4	302.3
LA	122.4	171.7	367.2	501.0
Total revenue	\$ 680.9	\$ 768.0	\$ 2,069.8	\$ 2,189.8

For a more detailed discussion of Diebold's revenues by segment, see *10.2 Results of Operations*.

Diebold's operations are comprised of three categories of activities: FSS, security, and services provided in Brazil. The following table represents a breakdown of revenue by activities:

(in millions)	Three months ended		Nine months ended		Year ended December 31,		
	September 30,		September 30,		2014	2013	2012
	2015	2014	2015	2014			
Revenue summary by service and product solution							
Financial self-service:							
Services	\$ 293.3	\$ 310.7	\$ 883.9	\$ 901.8	\$ 1,220.5	\$ 1,189.0	\$ 1,199.3
Products	216.6	239.7	689.3	658.0	977.3	977.6	1,069.9
Total financial self-service	509.9	550.4	1,573.2	1,559.8	2,197.8	2,166.6	2,269.2
Security:							
Services	111.1	105.8	324.6	307.9	417.1	448.1	427.0
Products	54.7	52.2	154.8	145.6	210.9	170.8	196.6
Total security	165.8	158.0	479.4	453.5	628.0	618.9	623.6
Total financial self-service & security	675.7	708.4	2,052.6	2,013.3	2,825.9	2,785.5	2,892.8
Brazil other	5.2	59.6	17.2	176.5	225.1	72.0	98.9
	\$ 680.9	\$ 768.0	\$ 2,069.8	\$ 2,189.8	\$ 3,051.1	\$ 2,857.5	\$ 2,991.7

For more detailed discussions, see the section of this Prospectus titled *15.5 Segments and Financial Information About Geographic Areas*, note 18 to the condensed consolidated financial statements, and note 20 to the consolidated

financial statements for the year ended December 31, 2014 included elsewhere in this Prospectus.

14.2 Competition

As described in more detail elsewhere in this Prospectus, Diebold and Wincor Nixdorf participate in many highly competitive businesses in the services, software and technology space, with a mixture of local, regional and/or global competitors in our markets. In addition, the competitive environment for these types of solutions is evolving as Diebold's customers are transforming their businesses utilizing innovative technology. Therefore, Diebold's product and service solutions must also provide cutting-edge capabilities to meet the customers emerging needs and compete with new innovators.

For a more detailed discussion, see the sections of this Prospectus titled *15.7 Competition* and *27.10 Competition*.

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15. BUSINESS OF DIEBOLD AND CERTAIN INFORMATION ABOUT DIEBOLD

15.1 Overview

Diebold provides the services, software and technology that connect people around the world with their money bridging the physical and digital worlds of cash conveniently, securely and efficiently. Diebold, Inc. was incorporated under the laws of the state of Ohio in August 1876, succeeding a proprietorship established in 1859. Diebold believes it has evolved to become a leading provider of exceptional self-service innovation, security and services to financial, retail, commercial and other markets. Diebold has approximately 15,000 employees with business in more than 90 countries worldwide.

15.2 Strategy

Diebold continues to execute its multi-year transformation, Diebold 2.0, with the primary objective of transforming Diebold into a world-class, services-led and software-enabled Company, supported by innovative hardware, which automates the way people connect with their money.

Diebold 2.0 consists of four pillars:

Cost Streamline the cost structure and improve near-term delivery and execution.

Cash Generate increased free cash flow in order to fund the investments necessary to drive profitable growth, while preserving the ability to return value to shareholders in the form of reliable dividends and, as appropriate, share repurchases.

Talent Attract and retain the talent necessary to drive innovation and the focused execution of the transformation strategy.

Growth Return Diebold to a sustainable, profitable growth trajectory.

Diebold is committed to its multi-year transformation plan that is expected to occur in three phases: 1) Crawl, 2) Walk, and 3) Run. As part of the transformation, Diebold has identified targeted savings of \$200.0 million that are expected to be fully realized by the end of 2017 and plans to reinvest approximately 50 percent of the cost savings to drive long-term growth. During the Crawl phase, Diebold was primarily focused on taking cost out of the business and reallocating a portion of these savings as reinvestments in systems and processes. Diebold engaged Accenture in a multi-year outsourcing agreement to provide finance and accounting and procurement business process services. Cost savings, along with working capital improvements, resulted in significantly more free cash flow. With respect to talent, Diebold attracted new leaders from top technology and services companies. Through increased collaboration with customers, Diebold has also improved its growth trajectories in its FSS and Security businesses.

During the second half of 2015, Diebold transitioned into the Walk phase of Diebold 2.0 whereby Diebold will continue to build on each pillar of cost, cash, talent and growth. The main difference in the Walk phase will be a

greater emphasis on increasing the mix of revenue from services and software, as well as shaping Diebold's portfolio of businesses.

15.3 Service and Product Solutions

Diebold has two core lines of business: FSS and Security Solutions, which Diebold integrates based on its customers' needs. Financial information for the service and product solutions can be found in note 18 to the condensed consolidated financial statements for the nine months ended September 30, 2015 and note 20 to the consolidated financial statements for the year ended December 31, 2014.

15.3.1 Financial Self-Service

A popular example of a self-service solution is the ATM. Diebold offers an integrated line of self-service solutions and technology, including comprehensive ATM outsourcing, ATM security, deposit automation,

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recycling and payment terminals and software. Diebold also offers advanced functionality terminals capable of supporting mobile cardless transactions and two-way video technology to enhance bank branch automation. Diebold is a global supplier of ATMs and related services and believes it holds a leading market position in many countries around the world.

15.3.1.1 Self-Service Support & Maintenance

From analysis and consulting to monitoring and repair, Diebold provides value and support to its customers every step of the way. Services include installation and ongoing maintenance of our products, OpteView® remote services, availability management, branch automation and distribution channel consulting. Additionally, service revenue includes services and parts Diebold provides on a billed-work basis that are not covered by warranty or service contract.

15.3.1.2 Value-added Services

Managed Services and Outsourcing Diebold provides end-to-end managed services and full outsourcing solutions, which include remote monitoring, troubleshooting for self-service customers, transaction processing, currency management, maintenance services and full support via person-to-person or online communication. This helps customers maximize their self-service channel by incorporating new technology, meeting compliance and regulatory mandates, protecting their institutions and reducing costs, all while ensuring a high level of service for their customers. Diebold provides value to its customers by offering a comprehensive array of hardware-agnostic managed services and support.

Professional Services Diebold's service organization provides strategic analysis and planning of new systems, systems integration, architectural engineering, consulting and project management that encompass all facets services, software and technology of a successful self-service implementation. Diebold's Advisory Services team collaborates with our clients to help define the ideal customer experience, modify processes, refine existing staffing models and deploy technology to meet branch automation objectives.

Multi-vendor Services Diebold recently sharpened its focus on securing multi-vendor services contracts in North America to further diversify its portfolio of value-added services. The total number of non-Diebold ATMs signed under contract as of September 30, 2015 was more than 11,000, which gives Diebold a solid platform for future growth.

15.3.1.3 Self-Service Software

Diebold offers software solutions consisting of multiple applications that process events and transactions. These solutions are delivered on the appropriate platform, allowing Diebold to meet customer requirements while adding new functionality in a cost-effective manner.

For the software business, the recent acquisition of Phoenix has significantly enhanced Diebold's ability to capture more of the dynamic self-service market. The integration of Phoenix is tracking to plan and all of Diebold's global

software activities are being coordinated through the new development center in London, Ontario.

15.3.1.4 Self-Service Products

Diebold offers a wide variety of self-service solutions. Self-service products include a full range of teller automation terminals as well as ATMs capable of cash dispensing and a number of more advanced functionalities, including check and cash deposit automation, recycling, mobile capabilities and two-way video.

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15.3.2 Security Solutions

From the safes and vaults that Diebold first manufactured in 1859 to the full range of physical and electronic security offerings it provides today, Diebold's security solutions utilize an extensive services portfolio and advanced products to help address its customers' unique needs. Diebold provides its customers with the latest technological advances to better protect their assets, improve their workflow and increase their return on investment. Diebold also provides internet banking, online payment and mobile banking security solutions aimed at preventing various types of fraud, such as phishing, pharming, and key logging. All of these solutions are backed with experienced sales, installation and service teams. Diebold believes it is a leader in providing physical and electronic security systems as well as assisted transactions, providing total security systems solutions to financial, commercial, retail, and other markets.

15.3.2.1 Physical Security

Diebold provides physical security services, facility products, pneumatic tube systems for drive-up lanes, vaults, safes, depositories, bullet-resistive items and undercounter equipment.

15.3.2.2 Electronic Security

Diebold provides a broad range of electronic security services and products, as well as monitoring solutions. Diebold provides security monitoring solutions, including remote monitoring and diagnostics, fire detection, intrusion protection, managed access control, energy management, remote video management and storage, logical security and web-based solutions through its SecureStat® platform.

On October 25, 2015, Diebold announced it entered into a definitive asset purchase agreement to divest its North America-based electronic security business for an aggregate purchase price of approximately \$350.0 million in cash. Based on the successful transition of certain customer relationships, 10.0 percent of the purchase price is contingent and payable over a twelve-month period after closing. Diebold has also agreed to provide certain transition services for a \$6.0 million credit. The sale was completed on February 1, 2016.

15.3.3 Brazil Other

Diebold offers election, lottery and information technology solutions to customers in Brazil. Diebold provides elections and lottery equipment, personal computer equipment, networking, tabulation and diagnostic software development, training, support and maintenance.

In the third quarter of 2015, Diebold narrowed its scope in the Brazil other business to primarily focus on lottery and elections to help rationalize our solution set in that market. These decisions enable Diebold to refocus its resources and better position itself to pursue growth opportunities in the dynamic self-service industry.

15.4 Business Operations

The principal raw materials used by Diebold in its manufacturing operations are steel, plastics, and electronic parts and components, which are purchased from various major suppliers. These materials and components are generally available in ample quantities.

Diebold's operating results and the amount and timing of revenue are affected by numerous factors including production schedules, customer priorities, sales volume and sales mix. During the past several years, Diebold has changed the focus of its self-service business to that of a total solutions provider.

Diebold carries working capital mainly related to trade receivables and inventories. Inventories generally are only manufactured or purchased as orders are received from customers. Diebold's normal and customary payment terms generally range from 30 to 90 days from date of invoice. Diebold generally does not offer extended payment terms. Diebold also provides financing arrangements to customers that are largely classified and accounted for as sales-type leases. As of September 30, 2015, Diebold's net investment in finance lease receivables was \$85.9 million.

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15.5 Segments and Financial Information About Geographic Areas

Diebold's operations are comprised of four geographic segments: NA, AP, EMEA, and LA. The four geographic segments sell and service FSS and security systems around the globe, as well as elections, lottery and information technology solutions in Brazil other, through wholly-owned subsidiaries, majority-owned joint ventures and independent distributors in most major countries. Beginning in the first quarter of 2015, LA and Brazil operations are reported under one single reportable operating segment and comparative periods have been reclassified for consistency.

Sales to customers outside the United States in relation to total consolidated net sales were \$1,712.7 million or 56.1 percent in 2014, \$1,493.4 million or 52.3 percent in 2013 and \$1,458.0 million or 48.7 percent in 2012.

Property, plant and equipment, at cost, located in the United States totaled \$445.7 million, \$413.3 million and \$468.6 million as of December 31, 2014, 2013 and 2012, respectively, and property, plant and equipment, at cost, located outside the United States totaled \$167.2 million, \$185.8 million and \$193.3 million as of December 31, 2014, 2013 and 2012, respectively.

In January 2015, Diebold announced the realignment of its Brazil and LA businesses to drive greater efficiency and further improve customer service. Beginning the first quarter of 2015, LA and Brazil operations were reported under one single reportable operating segment and comparative periods have been reclassified for consistency. The presentation of comparative periods also reflects the reclassification of certain global expenses from segment operating profit to corporate charges not allocated to segments due to the 2015 realignment activities.

Additional financial information regarding Diebold's international operations is included in note 18 of the condensed consolidated financial statements and note 20 to the consolidated financial statements for the year ended December 31, 2014, which are incorporated by reference herein. Diebold's non-U.S. operations are subject to normal international business risks not generally applicable to domestic business. These risks include currency fluctuation, new and different legal and regulatory requirements in local jurisdictions, political and economic changes and disruptions, tariffs or other barriers, potentially adverse tax consequences and difficulties in staffing and managing foreign operations.

15.6 Product Backlog

Diebold's product backlog was approximately \$704.3 million and \$725.8 million as of December 31, 2014 and 2013, respectively. The backlog includes orders estimated or projected to be shipped or installed within 12 months. Although Diebold believes the orders included in the backlog are firm, some orders may be canceled by customers without penalty, and Diebold may elect to permit cancellation of orders without penalty where management believes it is in Diebold's best interests to do so. Historically, Diebold has not experienced significant cancellations within its product backlog. Additionally, over 50 percent of Diebold's revenues are derived from its service business, for which backlog information is not measured. Therefore, Diebold does not believe that its product backlog, as of any particular date, is necessarily indicative of revenues for any future period.

15.7 Competition

Diebold participates in many highly competitive businesses in the services, software and technology space, with a mixture of local, regional and/or global competitors in our markets. In addition, the competitive environment for these types of solutions is evolving as Diebold's customers are transforming their businesses utilizing innovative technology.

Therefore, Diebold's product and service solutions must also provide cutting-edge capabilities to meet the customers emerging needs and compete with new innovators. Diebold distinguishes itself by providing unique value with a wide range of innovative solutions to meet customers' needs.

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Diebold believes, based upon outside independent industry surveys from Retail Banking Research (RBR) that it is an exceptional service provider for and manufacturer of self-service solutions in the United States and internationally. Diebold maintains a global service infrastructure that allows it to provide unparalleled services and support to satisfy its customers' needs. Many of Diebold's customers are beginning to adopt branch automation solutions to transform their branches, which will improve the customer experience and enhance efficiency through the utilization of automated transactions, mobile solutions and other client-facing technologies. As the trend towards branch automation continues to build more momentum, the traditional lines of behind the counter and in front of the counter are starting to blur, which is allowing for more entrants into the market. As customer requirements evolve, separate markets will converge to fulfill new customer demand. Diebold expects that this will increase the complexity and competitive nature of the business.

Diebold's competitors in the self-service market segment include global and multi-regional manufacturers and service providers, such as NCR, Wincor Nixdorf, Nautilus Hyosung, GRG Banking Equipment, Glory Global Solutions, Oki Data and Triton Systems to a number of primarily local and regional manufacturers and service providers including, but not limited to, Fujitsu and Hitachi-Omron in AP; Hantle/GenMega in NA; KEBA in EMEA; and Perto in LA. In addition, Diebold faces competition in many markets from numerous independent ATM deployers.

In the self-service software market, Diebold, in addition to the key hardware players highlighted above, competes with several smaller, niche software companies like KAL. In the managed services and outsourcing solutions market, apart from its traditional FSS competitors, Diebold competes with a number of large technology competitors such as Fiserv, IBM and HP.

In the security service and product markets, Diebold competes with national, regional and local security companies. Of these competitors, some compete in only one or two product lines, while others sell a broad spectrum of security services and products. The unavailability of comparative sales information and the large variety of individual services and products make it difficult to give reasonable estimates of Diebold's competitive ranking in or share of the security market within the financial services, commercial, retail and government sectors. However, Diebold believes it is a very well positioned security service and solution provider to global, national, regional and local financial, commercial and industrial customers. Diebold believes it also has a strong position in NA and in global markets as a premier security service provider that offers a full portfolio of security monitoring and managed services, as well as a full spectrum of systems integration and enterprise level capabilities.

Diebold provides elections systems, product solutions and support to the Brazilian government. Competition in this market segment is based upon technology pre-qualification demonstrations to the Brazilian government.

15.8 Properties

Diebold's corporate offices are located in North Canton, Ohio. Within NA, Diebold leases manufacturing facilities in Greensboro, North Carolina and has selling, service and administrative offices throughout the United States and Canada. AP owns and operates manufacturing facilities in China and India and selling, service and administrative offices in the following locations: Australia, China, Hong Kong, India, Indonesia, Malaysia, Philippines, Taiwan, Thailand, Singapore and Vietnam. EMEA owns or leases and operates manufacturing facilities in Belgium and Hungary and has selling, service and administrative offices in the following locations: Austria, Denmark, Belgium, France, Germany, Hungary, Italy, Kazakhstan, Luxembourg, Morocco, Namibia, the Netherlands, Poland, Portugal, Russia, South Africa, Spain, Switzerland, Turkey, Uganda, the United Arab Emirates and the United Kingdom. LA has selling, service and administrative offices in the following locations: Barbados, Belize, Bolivia, Chile, Colombia, Costa Rica, Dominican Republic, Ecuador, El Salvador, Guatemala, Haiti, Honduras, Jamaica, Mexico, Nicaragua,

Panama, Paraguay, Peru and Uruguay. In addition, LA owns and operates manufacturing facilities and has selling, service and administrative offices throughout Brazil. Diebold leases a majority of the selling, service and administrative offices under operating lease agreements.

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Diebold considers that its properties are generally in good condition, are well maintained, and are generally suitable and adequate to carry on Diebold's business. As of the date of this Prospectus, there are no major encumbrances on Diebold's properties.

15.9 Research, Development and Engineering

Customer demand for FSS and security technologies is growing. In order to meet this demand, Diebold is focused on delivering innovation to its customers by continuing to invest in technology solutions that enable customers to reduce costs and improve efficiency. Expenditures for research, development and engineering initiatives were \$66.2 million for the nine months ended September 30, 2015 and 2014. Expenditures for research, development and engineering initiatives were \$20.0 million and \$24.5 million for the three-month periods ended September 30, 2015 and 2014, respectively, and \$93.6 million, \$92.3 million and \$85.9 million for the years ended December 31, 2014, 2013 and 2012, respectively. Since 2014, Diebold has announced a number of new innovative solutions, such as the responsive banking concept, the ActivEdge secure card reader and the world's greenest ATM, and launched a new ATM product platform. The spend decrease in the three months ended September 30, 2015 was mainly due to higher labor and material costs incurred in the third quarter of 2014 as a result of activity related to the launch of the ATM product platform.

15.10 Patents, Trademarks, Licenses and Domains

Diebold owns patents, trademarks and licenses relating to certain products in the United States and internationally. Diebold also owns certain domains related to its businesses. While Diebold regards these as items of importance, it does not deem its business as a whole, or any industry segment, to be materially dependent upon any one item or group of items.

Diebold filed complaints with the U.S. International Trade Commission (ITC) and the U.S. District Court for the Northern District of Ohio alleging that Nautilus Hyosung Inc., and its subsidiary Nautilus Hyosung America Inc., infringe Diebold patents in certain of its ATMs. Diebold is committed to protecting its investment in U.S. industry, as well as its intellectual property rights throughout its portfolio of solutions.

15.11 Environmental

Compliance with federal, state and local environmental protection laws during the nine months ended September 30, 2015 and in the year 2014 had no material effect upon Diebold's business, financial condition or results of operations.

15.12 Employees

15.12.1 Headcount

At September 30, 2015, Diebold employed approximately 16,000 associates globally. Diebold's service staff is one of the financial industry's largest, with professionals in more than 600 locations and businesses in more than 90 countries worldwide.

The following table provides a breakdown of the number of Diebold employees by geographical segments, in terms of headcount and in terms of full-time employees, for the periods presented:

	September 30, 2015			December 31, 2014			December 31, 2013			December 31, 2012		
	Associate	Full Time	Contingent Worker	Associate	Full Time	Contingent Worker	Associate	Full Time	Contingent Worker	Associate	Full Time	Contingent Worker
NA	6,195	6,051	356	5,886	5,745	457	5,784	5,656	278	7,162	0	353
AP	3,457	3,452	635	3,360	3,355	786	3,164	3,162	856	3,142	0	726
EMEA	1,482	1,440	204	1,446	1,405	217	1,320	1,311	96	1,334	0	72
LA	5,347	5,347	220	5,761	5,761	131	5,386	5,386	117	5,356	0	186
Total	16,481	16,290	1,415	16,453	16,266	1,591	15,654	15,515	1,347	16,994	0	1,337

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As of the date of this Prospectus, the total headcount is about 15,000 and the total number of full-time employees is about 15,000.

15.12.2 Certain Compensation Policies

Since 1991, Diebold has maintained an equity and performance incentive plan, as amended and restated as of February 12, 2014 (**1991 Plan**). Share-based compensation payments to certain 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 \$1.8 million and \$5.6 million for the three months ended September 30, 2015 and 2014, respectively. Total share-based compensation expense was \$10.9 million and \$16.0 million for the nine months ended September 30, 2015 and 2014, respectively. For a more complete discussion of the components of Diebold's employee and non-employee share-based compensation programs recognized as selling and administrative expense for the years ended December 31, 2014, 2013 and 2012, see note 4 to Diebold's consolidated financial statements for the year ended December 31, 2014, which are incorporated by reference herein.

The table below shows the options outstanding and exercisable as of September 30, 2015 under the 1991 Plan.

	Number of Shares (in millions)	Weighted- Average Exercise Price (per share)	Weighted- Average Remaining Contractual Term (in years)	Aggregate Intrinsic Value (1) (in millions)
Outstanding at January 1, 2015	1.6	\$ 37.11		
Expired or forfeited	(0.3)	\$ 49.85		
Exercised	(0.1)	\$ 30.05		
Granted	0.5	\$ 32.33		
Outstanding at September 30, 2015	1.7	\$ 34.18	7	\$ 0.2
Options exercisable at September 30, 2015	0.9	\$ 35.39	5	\$ 0.2
Options vested and expected to vest at September 30, 2015 (2)	1.7	\$ 34.23	7	\$ 0.2

- (1) The aggregate intrinsic value (the difference between the closing price of Diebold's common shares on the last trading day of the third quarter of 2015 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 September 30, 2015. The amount of aggregate intrinsic value will change based on the fair market value of Diebold'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.

Diebold maintains an employee stock purchase plan, or 2014 Non-Qualified Stock Purchase Plan, pursuant to which employees may purchase Diebold Common Shares at a discounted rate.

For a more complete discussion of the compensation of Diebold's directors and executives, see *21.12 Compensation Discussion and Analysis*.

Table of Contents**15.12.3 Pension****15.12.3.1 Qualified Pension Benefits**

Diebold has qualified pension plans covering certain U.S. employees that have been closed to new participants since 2003. Plans that cover salaried employees provide pension benefits based on the employee's compensation during the ten years before retirement. Diebold's funding policy for salaried plans is to contribute annually based on actuarial projections and applicable regulations. Plans covering hourly employees and union members generally provide benefits of stated amounts for each year of service. Diebold's funding policy for hourly plans is to make at least the minimum annual contributions required by applicable regulations. Employees of Diebold's operations in countries outside of the United States participate to varying degrees in local pension plans, which in the aggregate are not significant.

15.12.3.2 Supplemental Executive Retirement Benefits

Diebold has non-qualified pension plans to provide supplemental retirement benefits to certain officers. Benefits are payable at retirement based upon a percentage of the participant's compensation, as defined.

For a discussion of net periodic benefit costs for Diebold's defined benefit pension plans and other benefits for the three and nine months ended September 30, 2015 and 2014, see note 12 to Diebold's condensed consolidated financial statements for the nine months ended September 30, 2015, which are incorporated by reference herein.

During the first quarter of 2013, Diebold recognized a curtailment loss of \$1.2 million within selling and administrative expense as a result of the termination of certain executives.

In July 2013, Diebold's board of directors approved the freezing of certain pension and supplemental executive retirement plan (**SERP**) benefits effective as of December 31, 2013 for U.S.-based salaried employees. Diebold recognized the plan freeze in the three-month period ended September 30, 2013 as a curtailment, since it eliminates for a significant number of participants the accrual of defined benefits for all of their future services. The impact of the curtailment includes the one-time accelerated recognition of outstanding unamortized pre-tax prior service cost of \$0.8 million within selling and administrative expense and a pre-tax reduction in accumulated other comprehensive income of \$52.6 million, attributable to the decrease in long-term pension liabilities. This curtailment event triggered a re-measurement for the affected benefit plans as of July 31, 2013 using a discount rate of 5.06 percent. The re-measurement resulted in a further reduction of long-term pension liabilities and accumulated other comprehensive income (pre-tax) related to the actuarial gain occurring during the year of \$71.0 million.

In connection with the voluntary early retirement program in the fourth quarter of 2013, Diebold recorded distributions of \$138.5 million of pension plan assets, of which \$15.8 million were paid to participants in 2014. Distributions were made via lump-sum payments out of plan assets to participants. These distributions resulted in a non-cash pension charge of \$67.6 million recognized in selling and administrative expense within Diebold's statement of operations. The non-cash pension charge included an \$8.7 million curtailment loss, a \$20.2 million settlement loss and \$38.7 million in special termination benefits. During the fourth quarter of 2012, \$62.8 million of pension plan assets were distributed to certain deferred terminated vested participants to settle certain salary plan liabilities, which resulted in \$21.9 million of additional pension expense recognized in selling and administrative expense within Diebold's statement of operations.

15.12.3.3 Other Benefits

In addition to providing pension benefits, Diebold provides post-retirement healthcare and life insurance benefits (**Other Benefits**) for certain retired employees. Eligible employees may be entitled to these benefits based upon years of service with Diebold, age at retirement and collective bargaining agreements. Currently, Diebold has made no commitments to increase these benefits for existing retirees or for

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employees who may become eligible for these benefits in the future. Currently there are no plan assets and Diebold 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.

For more detailed discussions, see note 12 to Diebold's condensed consolidated financial statements for the nine months ended September 30, 2015 and note 13 to Diebold's consolidated financial statements for the year ended December 31, 2014, which are incorporated by reference herein.

15.13 Insurance Coverage

Diebold maintains insurance policies that provide limited coverage for some, but not all, of the potential risks and liabilities associated with Diebold's businesses, including crime, special crime, fiduciary, D&O, employment practices liability, errors and omissions, casualty, umbrella, property, and cargo insurance. The policies are subject to deductibles and exclusions that result in Diebold's retention of a level of risk on a self-insurance basis. For some risks, Diebold may not obtain insurance if Diebold believes the cost of available insurance is excessive relative to the risk presented. As a result of market conditions, premiums and deductibles for certain insurance policies can increase substantially, and in some instances, certain insurance may become unavailable or available only for reduced amounts of coverage. As a result, Diebold may not be able to renew its existing insurance policies or procure other desirable insurance on commercially reasonable terms, if at all. See the section of this Prospectus titled *1.4 Risks Relating to Diebold's Businesses*.

Diebold maintains directors and officers (**D&O**), insurance policies for its directors, officers, and certain employees, and with respect to equivalent positions of its subsidiaries, with a coverage, in the aggregate, of up to \$125 million annually. The D&O insurance policies cover, subject to deductibles, financial losses arising from certain breaches of duty by Diebold's directors and officers.

15.14 Legal Proceedings

At September 30, 2015, Diebold was a party to several lawsuits as well as 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 Diebold's financial position or results of operations. In addition, Diebold has indemnification obligations with certain former employees and costs associated with these indemnifications are expensed as incurred. In management's opinion, Diebold's condensed consolidated financial statements would not be materially affected by the outcome of those legal proceedings, commitments or asserted claims.

During the second quarter of 2010, while conducting due diligence in connection with a potential acquisition in Russia, Diebold identified certain transactions and payments by its subsidiary in Russia (primarily during 2005 to 2008) that potentially implicated the FCPA, particularly the books and records provisions of the FCPA. As a result, Diebold conducted a global internal review and collected information related to its global FCPA compliance. In the fourth quarter of 2010, Diebold identified certain transactions within its AP operation that occurred over several prior years that also potentially implicated the FCPA. Diebold continues to monitor its ongoing compliance with the FCPA.

Diebold voluntarily self-reported its findings to the SEC and the DOJ, and cooperated with these agencies in their review. In November 2013, Diebold reached an agreement with the DOJ and the SEC to settle this matter for combined payments to the U.S. government of \$48.0 million in disgorgement, penalties, and pre-judgment interest

and the appointment of an independent compliance monitor for a minimum period of 18 months. Diebold remitted the combined payments to the U.S. government.

15.15 Indirect Tax Contingencies

Diebold 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

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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 Diebold and could require recognizing future expenditures. Also, statutes of limitations could expire without Diebold 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 September 30, 2015, Diebold 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 Diebold'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, Diebold was a party to the proceedings described below:

In August 2012, one of Diebold's Brazil subsidiaries was notified of a tax assessment of approximately R\$270.0 million, 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, Diebold filed its administrative defenses with the tax authorities.

In response to an order by the administrative court, the tax inspector provided further analysis with respect to the initial assessment in December 2013 that indicates a potential exposure that is significantly lower than the initial tax assessment received in August 2012. This revised analysis has been accepted by the initial administrative court; however, this matter remains subject to ongoing administrative proceedings and appeals. Accordingly, Diebold cannot provide any assurance that its exposure pursuant to the initial assessment will be lowered significantly or at all. In addition, this matter could negatively impact Brazil federal indirect taxes in other years that remain open under statute. It is reasonably possible that Diebold could be required to pay taxes, penalties and interest related to this matter, which could be material to Diebold's consolidated financial statements. Diebold continues to defend itself in this matter.

At September 30, 2015 and December 31, 2014, Diebold had an accrual related to the Brazil indirect tax matter disclosed above of approximately \$8.4 million and \$12.5 million, respectively. The movement between periods relates to the currency fluctuation in the Brazil real.

Beginning in July 2014, Diebold 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, Diebold received a prospective ruling from the United States Customs Border Protection which is consistent with our interpretation of the treaty in question. We are submitting that ruling for consideration in our ongoing dispute with Thailand. The matters are currently in the appeals process and management continues to believe that Diebold has a valid legal position in these appeals. Accordingly, Diebold has not accrued any amount for this contingency; however, Diebold cannot provide any assurance that it will not ultimately be subject to retroactive assessments.

A loss contingency is reasonably possible if it has a more than remote but less than probable chance of occurring. Although management believes Diebold has valid defenses with respect to its indirect tax positions, it is reasonably possible that a loss could occur in excess of the estimated accrual. Diebold estimated the aggregate risk at

September 30, 2015 to be up t