

North Canton, August 16, 2016

Wincor Nixdorf Aktiengesellschaft
Heinz-Nixdorf-Ring 1
33106 Paderborn
Germany

Guarantee (*Patronatserklärung*)

Diebold Holding Germany Inc. & Co. KGaA, Mergenthalerallee 10-12, 65760 Eschborn, Germany, registered in the commercial register (*Handelsregister*) at the Local Court (*Amtsgericht*) Frankfurt am Main under company number HRB 104287 (“**Diebold KGaA**”), intends to enter into a domination and profit-and-loss transfer agreement (“**Agreement**”) (*Beherrschungs- und Gewinnabführungsvertrag*) with Wincor Nixdorf Aktiengesellschaft, Heinz-Nixdorf-Ring 1, 33106 Paderborn, Germany, registered in the commercial register at the Local Court Paderborn under company number HRB 6846 (“**Wincor Nixdorf**”), with Wincor Nixdorf as the controlled and profit transferring company. Diebold, Incorporated, a stock corporation incorporated and operating under the laws of Ohio, USA, with its registered office in North Canton, Ohio, USA (“**Diebold Inc.**”), directly holds 100% of the limited partnership shares and therewith all shares in Diebold KGaA. Diebold Inc. in its capacity as general partner (*persönlich haftende Gesellschafterin*) of Diebold KGaA, is not required to deposit contributions to Diebold KGaA. Diebold Inc. hereby makes the following declarations without joining the Agreement as a party:

1. Diebold Inc. irrevocably undertakes without limitation to procure that Diebold KGaA will have sufficient financial means which enable Diebold KGaA at any time to meet all of its obligations arising from or in connection with the Agreement in full when they become due. This applies in particular to the obligation to assume losses pursuant to Section 302 of the German Stock Corporation Act (*Aktiengesetz – AktG*) as amended. The contractual obligation assumed by Diebold Inc. pursuant to the two preceding sentences will only result in a payment obligation when and to the extent it is specifically foreseeable that Diebold KGaA will not be able to fully meet its obligations under or in connection with the Agreement when due.

NON-BINDING ENGLISH CONVENIENCE TRANSLATION

2. Diebold Inc. irrevocably guarantees without limitation vis-à-vis the outside shareholders of Wincor Nixdorf that Diebold KGaA will fulfill all its obligations towards them arising from or in connection with the Agreement in full when they become due, in particular with respect to a recurring compensation payment (*Ausgleichszahlung*) and the cash exit compensation (*Abfindung*). To this extent, outside shareholders of Wincor Nixdorf have an own right pursuant to Section 328 para. 1 of the German Civil Code (*Bürgerliches Gesetzbuch – BGB*) to demand payment to Diebold KGaA. The liability of Diebold Inc. pursuant to the two preceding sentences does, however, only apply to the extent Diebold KGaA does not fulfil its obligations toward the outside shareholders of Wincor Nixdorf arising from or in connection with the Agreement in full when they become due and to the extent Diebold Inc. does not comply with its obligation to procure Diebold KGaA with sufficient financial means pursuant to Section 1 of this Guarantee.
3. This Guarantee is subject to the laws of the Federal Republic of Germany. To the extent legally possible, Diebold Inc. hereby subjects itself with regard to any disputes and claims under or in connection with this Guarantee to the jurisdiction of German courts with the courts of Paderborn having regional jurisdiction. In this context, Diebold Inc. acknowledges the enforceability of legally binding (*rechtskräftig*) decisions of German courts. Diebold KGaA, Att. the Management, Mergenthalerallee 10-12, 65760 Eschborn, Germany shall be the agent for services of process (*Zustellungsbevollmächtigte*) in Germany for all proceedings under or in connection with this Guarantee.

UNTERSCHRIFTENSEITE ZUR PATRONATSERKLÄRUNG:

Im Namen der Diebold, Incorporated:

Ort: _____

Datum: ____ August 2016

Christopher A. Chapman

als Finanzvorstand (*CFO*) der Diebold, Incorporated